



## **NOTICE OF ANNUAL GENERAL MEETING**

**BETMAKERS TECHNOLOGY GROUP LTD ACN 164 521 395**

**TIME:** 10:00am AEDT

**DATE:** Tuesday, 10 November 2020

### **Important notice**

This Notice should be read in conjunction with the Explanatory Memorandum. The Explanatory Memorandum contains important information about the matters to be considered at the Annual General Meeting of BetMakers Technology Group Ltd to assist Shareholders to determine how to vote on the Resolutions set out in this Notice.

Should you wish to discuss any of the matters detailed in this Notice, please do not hesitate to contact the Company Secretary on +61 3 9614 2444 or [companysecretary@thebetmakers.com](mailto:companysecretary@thebetmakers.com).

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## Notice of Annual General Meeting of Shareholders of BetMakers Technology Group Ltd

Notice is given that the annual general meeting of Shareholders of BetMakers Technology Group Ltd (ACN 164 521 395) (**BetMakers** or the **Company**) will be held on **Tuesday, 10 November 2020** at **10:00am AEDT**.

The Meeting will be streamed live for Shareholders to view and participate. Please see page 3 below for details.

## Important Information

### Your vote is important

The business of the Meeting affects your shareholding and your vote is important.

### Voting eligibility

The Directors have determined pursuant to Regulation 7.11.37 of the *Corporations Regulations 2001* (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders at 7:00pm AEDT on Sunday, 8 November 2020.

### Voting in person at the Meeting

Due to continuing developments in relation to COVID-19, Shareholders will not be able to attend or vote at the Meeting in person. The Meeting will be streamed live via webcast for Shareholders to view the Meeting.

The Company urges all Shareholders to please utilise the online facilities offered. Shareholders will be able to view the live webcast of the Meeting, vote online in real time and ask Directors questions online.

For further information, please see the section below titled '*Direct voting during the Meeting*' and the Online Shareholders' Meeting Guide attached to this Notice.

### Voting by proxy or online prior to Meeting

To submit a direct vote prior to the Meeting, or to appoint a proxy online, please go to:

- [www.investorvote.com.au](http://www.investorvote.com.au) and follow the instructions on your Voting Form; or
- [www.intermediaryonline.com](http://www.intermediaryonline.com) for Intermediary Online subscribers.

You may also appoint a proxy by completing and signing the enclosed Voting Form and returning it by the time and in accordance with the instructions set out on the Voting Form. Proxies will be able to view the live webcast of the

Meeting, vote online in real time in accordance with their proxy instructions and ask Directors questions online. For further information, please see the Online Shareholders' Meeting Guide attached to this Notice.

In accordance with section 249L of the Corporations Act, Shareholders are advised that:

- each Shareholder has a right to appoint a proxy; and
- the proxy need not be a Shareholder of the Company; and
- a Shareholder who is entitled to cast 2 or more votes may appoint 2 proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If the Shareholder appoints 2 proxies and the appointment does not specify the proportion or number of the Shareholders' votes, then in accordance with section 249X(3) of the Corporations Act, each proxy may exercise one-half of the votes.

#### Proxy vote if appointment specifies way to vote

Section 250BB(1) of the Corporations Act provides that an appointment of a proxy may specify the way the proxy is to vote on a particular Resolution and if it does:

- the proxy need not vote on a show of hands, but if the proxy does so, the proxy must vote that way (i.e. as directed); and
- if the proxy has 2 or more appointments that specify different ways to vote on the Resolution, the proxy must not vote on a show of hands; and
- if the proxy is the Chair, the proxy must vote on a poll, and must vote that way (ie. as directed); and
- if the proxy is not the Chair, the proxy need not vote on the poll, but if the proxy does so, the proxy must vote that way (ie. as directed).

#### Transfer of non-chair proxy to Chair in certain circumstances

Section 250BC of the Corporations Act provides that, if:

- an appointment of a proxy specifies the way the proxy is to vote on a particular Resolution at the Meeting; and
- the appointed proxy is not the Chair; and
- at the Meeting, a poll is duly demanded on the Resolution; and
- either of the following applies:
  - the proxy is not recorded as attending the Meeting; or
  - the proxy does not vote on the Resolution,

the Chair is taken, before voting on the Resolution closes, to have been appointed as the proxy for the purposes of voting on the Resolution at the Meeting.

#### **Direct voting**

In accordance with clause 14.23 of the Constitution, the Directors have:

- determined that for the Meeting, a shareholder that is entitled to attend and vote at the Meeting may submit a direct vote; and
- approved the matters specified below as the means by which Shareholders may deliver a direct vote.

A Shareholder entitled to attend and vote at the Meeting may direct vote by:

- delivering prior to the Meeting a valid notice of their voting intention by means of a direct vote; or
- delivering a direct vote during the Meeting if participating online.

#### Direct voting prior to the Meeting

A Shareholder may deliver a direct vote by indicating on the Voting Form that they are casting their vote directly and then placing a mark in one of the boxes opposite each item of business on the Voting Form. All of the Shareholder's shares will be voted in accordance with such direction, unless the Shareholder indicates that their direction is:

- to vote only a portion of their votes on any item; or
- to cast their votes in different ways on any item, by inserting the number of shares in the appropriate box or boxes.

If a Shareholder indicates that they are lodging their votes directly and then does not mark any of the boxes on a given item, no direct vote will be recorded on that item.

If a Shareholder indicates that they are delivering their votes directly and then marks more than one box on an item, their vote on that item will be invalid. If a Shareholder inserts a number of shares in boxes on any item that in total exceeds the number of shares that the Shareholder holds as at the voting entitlement time, the Shareholder's vote on that item will be invalid, unless the Shareholder inserted the number of shares in one box only, in which case it will be taken to be valid for the total number of shares held at that time.

### Direct voting during the Meeting

Shareholders who wish to participate in the Meeting online may do so:

- from their computer, by entering the URL in their browser: <http://web.lumiagm.com/356975095>; or
- from their mobile device by either entering the URL in their browser: <https://web.lumiagm.com> or by using the Lumi AGM app, which is available by downloading the app from the Apple App Store or Google Play Store.

If you choose to participate in the Meeting online, you can log in to the Meeting by entering:

- the meeting ID for the Meeting, which is: **356-975-095**
- your username, which is your SRN/HIN
- your password, which is the postcode registered to your holding if you are an Australian shareholder. Overseas shareholders should refer to Online Shareholders' Meeting Guide attached to this Notice for password details.

Attending the Meeting online enables Shareholders to view the Meeting live and to also ask questions and cast direct votes at the appropriate times whilst the Meeting is in progress.

More information regarding participating in the Meeting online, including browser requirements, is detailed in the Online Shareholders' Meeting Guide attached to this Notice.

Shareholders who submit direct votes appoint the Chair as their representative for the purposes of clause 14.1 of the Constitution (determination of quorum).

However, Shareholders who submit direct votes will not be entitled to the following rights of Shareholders attending the Meeting by proxy, attorney or representative:

- to join in the election of the chairman of the Meeting under clause 14.5 of the Constitution if there is a vacancy in the chairman; or
- to object to the qualification of a voter under clause 14.27 of the Constitution.

### **Corporate representatives**

A Shareholder that is a body corporate may appoint an individual to act as its representative at the Meeting by providing a duly executed certificate of appointment of corporate representative (**Certificate**). Unless otherwise specified in the Certificate, the representative may exercise all or any of the powers that the body corporate may exercise at the Meeting or in voting on a Resolution. A Certificate is available upon request from the Share Registry.

Appointments must be lodged in advance of the Meeting with the Company's Share Registry.

# BUSINESS OF THE ANNUAL GENERAL MEETING

## Ordinary business

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### 1. Financial Statements and Reports

To receive and consider the Annual Report of the Company for the financial year ended 30 June 2020, including the financial statements, Directors' Report, the Remuneration Report and the auditor's report.

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### 2. Resolution 1 – Adoption of Remuneration Report

To consider and, if thought fit, to pass, with or without amendment, the following Resolution as a **non-binding resolution**:

*“THAT, for the purposes of section 250R(2) of the Corporations Act and for all other purposes, approval is given for the adoption of the Remuneration Report as contained in the Company's Annual Report for the financial year ended 30 June 2020.”*

**Note: the vote on this Resolution is advisory only and does not bind the Directors or the Company.**

#### Voting Exclusion Statement:

A vote on this Resolution must not be cast (in any capacity) by or on behalf of any Restricted KMP Voter. However, a Restricted KMP Voter may cast a vote on this Resolution as a proxy if the vote is not cast on behalf of a person described above and either:

- the Restricted KMP Voter is appointed as a proxy by writing that specifies the way the proxy is to vote on this Resolution; or
  - the Restricted KMP Voter is the Chair and the appointment of the Chair as proxy:
    - does not specify the way the proxy is to vote on this Resolution; and
    - expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.
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### 3. Resolution 2 – Re-Election of Director – Mr Nicholas Chan

To consider and, if thought fit, to pass, with or without amendment, the following Resolution as an **ordinary resolution**:

*“THAT Mr Nicholas Chan, having retired from his office as Director in accordance with clause 15.6 of the Constitution and ASX Listing Rule 14.5, and being eligible, having offered himself for election, be elected as a Director of the Company.”*

The Chair intends to vote all undirected proxies in favour of this Resolution.

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### 4. Resolution 3 – Election of Director – Mr Matthew Davey

To consider and, if thought fit, to pass, with or without amendment, the following Resolution as an **ordinary resolution**:

*“THAT Mr Matthew Davey, having retired from his office as Director in accordance with clause 15.10 of the Constitution and ASX Listing Rule 14.4, and being eligible, having offered himself for election, be elected as a Director of the Company.”*

The Chair intends to vote all undirected proxies in favour of this Resolution.

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### 5. Resolution 4 – Ratification of prior issue of Placement Shares issued under ASX Listing Rule 7.1

To consider and, if thought fit, to pass, with or without amendment, the following Resolution as an **ordinary resolution**:

*“THAT, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue and allotment of 47,200,055 Placement Shares under ASX Listing Rule 7.1 on 22 June 2020 on the terms and conditions as set out in the Explanatory Memorandum.”*

#### Voting Exclusion Statement:

The Company will disregard any votes cast in favour of this Resolution by, or on behalf of, any person who participated in the issue of the securities the subject of this Resolution, and any other person who will obtain a material benefit as a result of the issue of the securities (except as benefit solely by reason of being a holder of ordinary securities in the Company), or any of their Associates. However, the Company need not disregard a vote cast in favour of this Resolution by:

- a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way; or
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- the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chair of the Meeting to vote on this Resolution as the Chair decides; or
- a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on this Resolution; and
  - the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

The Chair intends to vote all undirected proxies in favour of this Resolution.

#### **6. Resolution 5 – Ratification of prior issue of Placement Shares issued under ASX Listing Rule 7.1A**

To consider and, if thought fit, to pass, with or without amendment, the following Resolution as an **ordinary resolution**:

*“THAT, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue and allotment of 47,394,540 Placement Shares under ASX Listing Rule 7.1 on 22 June 2020 on the terms and conditions as set out in the Explanatory Memorandum.”*

##### **Voting Exclusion Statement:**

The Company will disregard any votes cast in favour of this Resolution by, or on behalf of, any person who participated in the issue of the securities the subject of this Resolution, and any other person who will obtain a material benefit as a result of the issue of the securities (except as benefit solely by reason of being a holder of ordinary securities in the Company), or any of their Associates. However, the Company need not disregard a vote cast in favour of this Resolution by:

- a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way; or
- the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chair of the Meeting to vote on this Resolution as the Chair decides; or
- a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on this Resolution; and
  - the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

The Chair intends to vote all undirected proxies in favour of this Resolution.

#### **7. Resolution 6 – Approval of Modifications to LTIP, Including adoption of U.S. Sub-Plan**

To consider and, if thought fit, to pass, with or without amendment, the following Resolution as an **ordinary resolution**:

*“THAT, for the purposes of U.S. Federal Law, ASX Listing Rule 7.2 (Exception 13(b)) and for all other purposes, Shareholders approve the modifications to the Company's Long Term Incentive Plan, including the adoption of a U.S. Sub-Plan authorizing, among other things, the grant of “incentive stock options,” as defined by applicable U.S. federal tax law, for up to 60 million shares to persons who are employees of the Company or of a direct or indirect majority-owned corporate subsidiary of the Company and are subject to U.S. income taxation and the issue of securities under the U.S. Sub-Plan, on the terms and conditions set out in the Explanatory Memorandum.”*

##### **Voting Exclusion Statement:**

The Company will disregard any votes cast in favour of this Resolution by, or on behalf of, any person who is eligible to participate in the LTIP, or any of their Associates. However, the Company need not disregard a vote cast in favour of this Resolution by:

- a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way; or
- the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chair of the Meeting to vote on this Resolution as the Chair decides; or
- a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on this Resolution; and

- the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

The Chair intends to vote all undirected proxies in favour of this Resolution.

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## 8. Resolution 7 – Approval of 10% Placement Capacity

To consider and, if thought fit, to pass, with or without amendment, the following Resolution as a **Special Resolution**:

*“THAT, for the purposes of ASX Listing Rule 7.1A and for all other purposes, subject to the Company being an Eligible Entity on the date of the Meeting, Shareholders approve the Company having the additional capacity to issue equity securities up to 10% of the issued capital of the Company (at the time of issue) calculated in accordance with the formula prescribed in ASX Listing Rule 7.1A.2 over a 12 month period from the date of the Annual General Meeting, at a price no less than that determined pursuant to ASX Listing Rule 7.1A.3 and otherwise on the terms and conditions set out in the Explanatory Memorandum.”*

**Please note that this Resolution will be withdrawn prior to the Meeting if, on the date of the Meeting, the Company is included in the S&P/ASX 300 Index or has a market capitalisation of more than \$300 million.**

### Voting Exclusion Statement:

The Company will disregard any votes cast in favour of this Resolution by or on behalf of any person who is expected to participate in the issue of equity securities under this Resolution or a person who may obtain a material benefit as a result of, except a benefit solely in the capacity of a security holder, if the Resolution is passed or any Associates of those persons.

However, this does not apply to a vote cast in favour of the resolution by:

- a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way; or
- the Chair as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with the direction given to the Chair as specified in the Voting Form; or
- a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on this Resolution; and
  - the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

**Note:** *As at the date of this Notice, the Company is not proposing to make any issue of equity securities under ASX Listing Rule 7.1A and, accordingly, it is not known who may participate in any equity securities issued under ASX Listing Rule 7.1A (if any) and the Company has not approached any Shareholder or identified a class of existing Shareholders to participate in any issue of equity securities under ASX Listing Rule 7.1A. Accordingly, no Shareholders are excluded from voting on this Resolution.*

The Chair intends to vote all undirected proxies in favour of this Resolution.

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## 9. OTHER BUSINESS

To transact any other business which may legally be brought before the Meeting.

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**Dated: 8 October 2020**

**By order of the Board**

**Charly Duffy**  
**Company Secretary**

# EXPLANATORY MEMORANDUM

This Explanatory Memorandum has been prepared to provide information which the Directors believe to be material to Shareholders in deciding whether or not to pass the Resolution.

## 1. FINANCIAL STATEMENTS AND REPORTS

In accordance with the Constitution, the business of the Meeting will include receipt and consideration of the Annual Report of the Company for the financial year ended 30 June 2020 together with the declaration of the Directors, the Directors' Report, the Remuneration Report and the Auditor's Report.

The Company will not provide a hard copy of the Annual Report to Shareholders unless specifically requested to do so. The Company's Annual Report is available on its website at <https://betmakers.com/corporate>.

Shareholders will be given a reasonable opportunity to ask questions and make comments on these reports, and on the management of the Company, and to ask questions of the auditor.

## 2. RESOLUTION 1 – ADOPTION OF REMUNERATION REPORT

### 2.1 General

The Corporations Act requires that, at a listed company's annual general meeting, a resolution that the remuneration report be adopted must be put to the shareholders. However, such a resolution is advisory only and does not bind the company or the directors of the company.

The Remuneration Report sets out the Company's remuneration arrangements for the Directors and other Key Management Personnel of the Company. The Remuneration Report is part of the Directors' Report contained in the Annual Report. The Chair must allow a reasonable opportunity for its Shareholders to ask questions about or make comments on the Remuneration Report at the Annual General Meeting.

### 2.2 Voting consequences

Under the Corporations Act, a company is required to put to its shareholders a resolution proposing the calling of another meeting of shareholders to consider the appointment of directors of the company (**Spill Resolution**) if, at two consecutive annual general meetings, at least 25% of the votes cast on a resolution in respect of a remuneration report vote against the adoption of the remuneration report and at the first of those annual general meetings a Spill Resolution was not put to a vote. If required, the Spill Resolution must be put to vote at the second of those annual general meetings.

If more than 50% of votes cast are in favour of the Spill Resolution, the company must convene a shareholder meeting (**Spill Meeting**) within 90 days of the second annual general meeting. If a Spill Resolution is put to shareholders, all of the directors of the company who were in office when the directors' report (as included in the company's annual financial report for the most recent financial year) was approved, other than the managing director of the company, will cease to hold office immediately before the end of the Spill Meeting but may stand for re-election at the Spill Meeting. Following the Spill Meeting each person whose election or re-election as a director of the company was approved will continue as a director of the company.

### 2.3 Previous voting results

At the Company's previous annual general meeting, the votes cast against the Remuneration Report considered at that annual general meeting were less than 25% of votes cast. Accordingly, a Spill Resolution is not required for this Annual General Meeting.

### 2.4 Proxy voting restrictions

Shareholders appointing a proxy for this Resolution should note the following:

Person appointed as proxy	Where directions are given on Voting Form	Where no directions are given on Voting Form
Key Management Personnel <sup>1</sup>	Vote as directed	Unable to vote <sup>3</sup>
Chair <sup>2</sup>	Vote as directed	Able to vote at discretion of proxy if expressly authorised to do so under the Voting Form <sup>4</sup>
Other	Vote as directed	Able to vote at discretion of proxy

#### Notes:

<sup>1</sup> Refers to Key Management Personnel (other than the Chair) whose remuneration details are included in the Remuneration Report, or a Closely Related Party of that Key Management Personnel.

<sup>2</sup> Refers to the Chair (where he/she is also a member of the Key Management Personnel whose remuneration details are included in the Remuneration Report), or a Closely Related Party of the Chair.

<sup>3</sup> Undirected proxies granted to these persons will not be voted and will not be counted in calculating the required majority if a poll is called on this Resolution.

<sup>4</sup> The Voting Form notes it is the Chair's intention to vote all undirected proxies in favour of all Resolutions.

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### **3. RESOLUTION 2 – RE-ELECTION OF DIRECTOR – MR NICHOLAS CHAN**

#### **3.1 General**

Clause 15.6 of the Constitution requires that, if the Company has three or more Directors, one third of the Directors (except the Managing Director) (or if their number is not three or a multiple of three, then the number nearest but not exceeding one third) must retire at the Company's next annual general meeting. Clause 15.7 of the Constitution allows a Director who retires under clause 15.6 to be eligible for re-election at that meeting. Clause 15.6 of the Constitution further prescribes that the Director who has held their office as Director for the longest period of time is to retire and stand for re-election at the Meeting and, in the event that multiple persons became Directors on the same day, the Director to retire shall be determined by lot (unless otherwise agreed between themselves).

Mr Nicholas Chan was last re-elected by Shareholders at the 2018 annual general meeting. Given the tenure of the current Directors (other than the Managing Director) since each of their re-elections, Nicholas Chan has held office as Director for the longest period of time without re-election by Shareholders. Accordingly, Mr Chan will retire as Director at the Meeting and, being eligible, will stand for re-election.

Personal particulars for Mr Chan are set out below.

#### **3.2 Mr Nicholas Chan**

Nicholas (Nick) Chan has more than 33 years' experience in media. He has held senior leadership and operational roles with leading Australian media companies. Nick was most recently CEO of Bauer Media Group ANZ. Nick was Group Chief Operating Officer ('COO') at Seven West Media and prior to that, Chief Executive Officer ('CEO') of Pacific Magazines, a subsidiary of Seven West Media, for nine years. He joined Pacific Magazines from Text Media, where he was a CEO. Nick held a range of senior positions at ACP Publishing including Group Publisher and COO. Nick is a former Chairman of The Magazines Publishers of Australia.

#### **3.3 Board Recommendation**

The Board (other than Nicholas Chan who has abstained from making a recommendation on this Resolution due to his personal interest) recommends that you vote in favour of this Resolution. Each of the Directors currently intends to vote their respective shareholdings in favour of this Resolution.

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### **4. Resolution 3 – Election of Director – Mr Matthew Davey**

#### **4.1 General**

Clause 15.10 of the Constitution requires that, if a person has been appointed as a Director by the Board either to fill a casual vacancy or as an addition to the existing Directors, that Director will hold office until the end of the next annual general meeting of the Company when the Director may be re-elected.

Mr Davey was appointed as a Director by the Board under clause 15.10 of the Constitution on 4 September 2020. Accordingly, Mr Davey will retire as Director at the Meeting and, being eligible, will stand for re-election.

Personal particulars for Mr Davey are set out below.

#### **4.2 Mr Matthew Davey**

Mr Davey has over 25 years of experience within the digital media, sports, entertainment, leisure and gaming industries across both the private and public sector. He is an experienced public company executive officer and board member. He has served in executive management positions across the gaming technology arena. Over the course of Mr Davey's career, he oversaw more than ten mergers and acquisitions and over \$1.2 billion in debt and equity capital raised to support the companies he has led.

Most recently, Mr Davey was Chief Executive Officer of SG Digital, the Digital Division of Scientific Games Corp. ("Scientific Games") (Nasdaq: SGMS). SG Digital was established following the purchase by Scientific Games of NYX Gaming Group Limited ("NYX") (formerly TSXV: NYX), where Mr Davey served as Chief Executive Officer and Director.

As CEO of NYX, he developed a successful corporate strategy that generated significant revenue growth, and expansion through strategic acquisitions, including OpenBet, which processed one of largest aggregate volumes of the world's online sports bets, and became one of the leading suppliers of digital gaming content and technology.

#### **4.3 Board Recommendation**

The Board (other than Matthew Davey who has abstained from making a recommendation on this Resolution due to his personal interest) recommends that you vote in favour of this Resolution. Each of the Directors currently intends to vote their respective shareholdings in favour of this Resolution.

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## 5. RESOLUTION 4 AND RESOLUTION 5 – RATIFICATION OF PRIOR ISSUE OF PLACEMENT SHARES ISSUED UNDER ASX LISTING RULE 7.1 AND ASX LISTING RULE 7.1A

### 5.1 General

On 22 June 2020, the Company announced that it had completed a placement of 94,594,595 Shares (**Placement Shares**) to institutional and sophisticated investors (**Placement**).

The Placement raised a total of \$35 million (before costs) at \$0.37 per Placement Share, comprising:

- 47,200,055 Placement Shares issued under the Company's 15% Placement Capacity (as defined below) (being the subject of Resolution 4); and
- 47,394,540 Placement Shares issued under the Company's 10% Placement Capacity (as defined below) (being the subject of Resolution 5).

The proceeds of the Placement have been, or will be, used to enable the Company to continue to accelerate its growth, including its expansion into the U.S.

The issue of the Placement Shares did not breach ASX Listing Rules 7.1 and ASX Listing Rule 7.1A, respectively.

The Company is seeking Shareholder ratification of the issue of the Placement Shares pursuant to ASX Listing Rule 7.4. Such approval will refresh the Company's ability to issue that number of securities under its 15% Placement Capacity and 10% Placement Capacity in the future.

### 5.2 ASX Listing Rules 7.1, 7.1A and 7.4

Broadly speaking, subject to certain exceptions prescribed under the ASX Listing Rules, ASX Listing Rule 7.1 limits the number of securities that a company may issue without shareholder approval over any 12-month period to 15% of the total of the number of shares the company had on issue at the start of the 12 month period (**15% Placement Capacity**).

Similarly, where a company has obtained shareholder approval under ASX Listing Rule 7.1A, the company may issue, without shareholder approval, an additional number of shares over any 12 month period up to 10% of the total of the number of shares the company had on issue at the start of the 12 month period in accordance with the formula set out in ASX Listing Rule 7.1A (**10% Placement Capacity**). The Company previously received Shareholder approval for the 10% Placement Capacity at the annual general meeting held on 26 November 2019.

The issue of the Placement Shares did not fall within any exception in ASX Listing Rule 7.2 and, as the issue has not yet been approved by Shareholders, the Placement Shares are using up a part of the Company's 15% Placement Capacity and 10% Placement Capacity, reducing the Company's capacity to issue further equity securities without shareholder approval under ASX Listing Rule 7.1 for the 12 month period following the issue of the Placement Shares.

ASX Listing Rule 7.4 allows for shareholders to subsequently approve an issue of, or agreement to issue, securities, provided the issue did not breach ASX Listing Rule 7.1 or ASX Listing Rule 7.1A at the time of issue. If they do, the issue is taken to have been approved under ASX Listing Rule 7.1 and so does not reduce the Company's capacity to issue further equity securities without shareholder approval under that Rule.

The Directors consider it prudent to retain the flexibility and capacity to issue additional securities in accordance with ASX Listing Rules 7.1 and 7.1A if circumstances require and, accordingly, seek Shareholders' ratification of the issue of the Placement Shares as set out in Resolution 4 and Resolution 5.

### 5.3 Summary of issue of Placement Shares under Resolution 4

Under Resolution 4, Shareholders are being asked to ratify the prior issue of 47,200,055 Placement Shares issued under the Company's 15% Placement Capacity in accordance with ASX Listing Rule 7.4.

If Resolution 4 is passed, the 47,200,055 Placement Shares will be excluded in calculating the Company's 10% Placement Capacity and 15% Placement Capacity, effectively increasing the number of equity securities it can issue without obtaining Shareholder approval over the 12-month period following the issue date. If Resolution 4 is not passed, the 47,200,055 Placement Shares will be included in calculating the Company's 15% Placement Capacity, effectively decreasing the number of equity securities it can issue without obtaining Shareholder approval over the 12-month period following the issue date.

For the purpose of ASX Listing Rule 7.5, the following information is provided:

- (a) the Placement Shares were issued to various institutional and sophisticated investors without disclosure under Chapter 6D of the Corporations Act. No related parties or their Associates were allotted Placement Shares. The Placement Shares were issued to new and existing professional and sophisticated investors who are clients of Canaccord Genuity (**Lead Manager**). The recipients were identified through a bookbuild process, which involved the Lead Manager seeking expressions of interest to participate in the Placement from non-related parties of the Company;

- (b) the number of Placement Shares for which Shareholder ratification is being sought is 47,200,055 Placement Shares issued under the Company's 15% Placement Capacity;
- (c) the Placement Shares are Shares, rank pari passu with the other Shares on issue and are on the same terms as the other Shares on issue;
- (d) the Placement Shares were issued on 22 June 2020;
- (e) the Placement Shares were issued at a price of \$0.37 per Placement Share;
- (f) the Placement Shares were issued under the Placement to raise an aggregate total of \$35 million (before costs). These funds have been, or will be, used to enable the Company to continue to accelerate its growth, including its expansion into the U.S.; and
- (g) a voting exclusion statement is included in this Notice.

#### 5.4 Summary of issue of Placement Shares under Resolution 5

Under Resolution 5, Shareholders are being asked to ratify the prior issue of 47,394,540 Placement Shares issued under the Company's 10% Placement Capacity in accordance with ASX Listing Rule 7.4.

If Resolution 5 is passed, the 47,394,540 Placement Shares will be excluded in calculating the Company's 10% Placement Capacity and 15% Placement Capacity, effectively increasing the number of equity securities it can issue without obtaining Shareholder approval over the 12-month period following the issue date. If Resolution 5 is not passed, the 47,394,540 Placement Shares will be included in calculating the Company's 10% Placement Capacity, effectively decreasing the number of equity securities it can issue without obtaining Shareholder approval over the 12-month period following the issue date.

For the purpose of ASX Listing Rule 7.5, the following information is provided:

- (a) the Placement Shares were issued to various institutional and sophisticated investors without disclosure under Chapter 6D of the Corporations Act. No related parties or their Associates were allotted Placement Shares. The Placement Shares were issued to new and existing professional and sophisticated investors who are clients of the Lead Manager. The recipients were identified through a bookbuild process, which involved the Lead Manager seeking expressions of interest to participate in the Placement from non-related parties of the Company;
- (b) the number of Placement Shares for which Shareholder ratification is being sought is 47,394,540 Placement Shares issued under the Company's 10% Placement Capacity;
- (c) the Placement Shares are Shares, rank pari passu with the other Shares on issue and are on the same terms as the other Shares on issue;
- (d) the Placement Shares were issued on 22 June 2020;
- (e) the Placement Shares were issued at a price of \$0.37 per Placement Share;
- (f) the Placement Shares were issued under the Placement to raise an aggregate total of \$35 million (before costs). These funds have been, or will be, used to enable the Company to continue to accelerate its growth, including its expansion into the U.S.; and
- (g) a voting exclusion statement is included in this Notice.

#### 5.5 Board Recommendation

The Board recommends that you vote in favour of Resolution 4 and Resolution 5. Each of the Directors currently intend to vote their respective shareholdings in favour of these Resolutions.

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## 6. RESOLUTION 6 – APPROVAL OF MODIFICATIONS TO LTIP, INCLUDING ADOPTION OF U.S. SUB-PLAN

### 6.1 Background

On 23 November 2018, Shareholders approved the Company's long term incentive plan (**LTIP**) for the purposes of accessing the relevant exception to ASX Listing Rule 7.1. The LTIP did not specifically address the situation of employees who are subject to U.S. federal income tax. With the expansion of the Company, specifically into the U.S., the Board considers it appropriate to adopt a U.S. Sub-Plan to the LTIP (**U.S. Sub-Plan**) that would specifically address those needs, including authorization for the Company to grant "incentive stock options" as defined by applicable U.S. federal income tax law, and proposes to approve the adoption of the U.S. Sub-Plan, subject to obtaining Shareholder approval, as required for compliance with certain provisions of U.S. law. The LTIP's existing terms authorize amendment of plan to provide rules for participants in particular jurisdictions by means of an addendum to the LTIP, and the adoption of the U.S. Sub-Plan is intended to serve this purpose for U.S. persons.

## 6.2 ASX Listing Rule 7.2, Exception 13

ASX Listing Rule 7.1 provides that a company must not, subject to specified exceptions, issue or agree to issue more equity securities during any 12-month period than the company's 15% Placement Capacity.

ASX Listing Rule 7.2, Exception 13(b) provides that ASX Listing Rule 7.1 does not apply to issues of securities under an employee incentive scheme if, within three years before the date on which the securities are issued, shareholders approve the issue of securities under the scheme as an exception to ASX Listing Rule 7.1. As set out above, the LTIP was approved by Shareholders on 23 November 2018, however, given the U.S. Sub-Plan was not proposed at that time, the Company is seeking Shareholder approval for the inclusion of the U.S. Sub-Plan in the LTIP under ASX Listing Rule 7.2, Exception 13(b).

If this Resolution is passed, the Company will be able to issue securities under the U.S. Sub-Plan to eligible participants without affecting the Company's ability to issue securities under the Company's 15% Placement Capacity. The Board believes this will provide the Company with the flexibility necessary to raise additional capital under its 15% Placement Capacity as and when appropriate and provide long term incentives to its current and future Australian and U.S. based staff.

If this Resolution is not passed, the Company will be unable to issue securities under the LTIP to U.S. resident participants. Accordingly, the Company will be required to:

- issue such securities under the Company's 15% Placement Capacity (subject to complying with any necessary U.S. laws and regulations); or
- consider alternative incentive arrangements for U.S. resident employees which are consistent with the Company's remuneration principles, including providing an equivalent cash incentive.

The following further information is provided for the purposes of ASX Listing Rule 7.2, Exception 13(b):

- (a) a copy of the U.S. Sub-Plan is enclosed at Annexure A;
- (b) a summary of the LTIP is enclosed at Annexure B;
- (c) the maximum capacity under the LTIP is 15% of the total number of Shares on issue (**Total LTIP Capacity**) and the available capacity of the LTIP at any given point in time is the Total LTIP Capacity at that time less the number of securities issued under the LTIP in the 3 year period prior to the relevant time. As at the date of this Notice, the Total LTIP Capacity is approximately 90 million securities. Since 23 November 2018, being the date of the last approval of the LTIP, the Company has issued 30,300,000 securities under the LTIP. As at the date of this Notice, the Board also intends the issue an additional 500,000 securities to unrelated U.S. resident employees under the LTIP, subject to this Resolution being passed and upon those employees completing and returning the relevant offer documentation;
- (d) the maximum number of securities that may be issued to U.S. resident eligible participants is 60 million securities (**U.S. Sub-Limit**), all of which may be issued pursuant to "incentive stock options," as defined by U.S. federal tax law, to persons who are employees of the Company or of a direct or indirect majority-owned corporate subsidiary of the Company and are subject to U.S. income taxation. For the avoidance of doubt, the U.S. Sub-Limit falls within the Total LTIP Capacity and is not in addition to the Total LTIP Capacity. The Company does not currently intend to issue that amount of securities under the LTIP, nor does it expect that this amount of securities will be issued only to U.S. participants. The U.S. Sub-Limit has been set to comply with U.S. Federal Laws and to provide the Company with maximum flexibility in granting securities under the LTIP;
- (e) the adoption of the U.S. Sub-Plan will not affect the LTIP capacity and any securities issued under the U.S. Sub-Plan will come out of the Total LTIP Capacity; and
- (f) a voting exclusion statement in respect of this Resolution is set out in the Notice.

## 6.3 Board Recommendation

The Board recommends that you vote in favour of this Resolution.

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## 7. RESOLUTION 7 - APPROVAL OF 10% PLACEMENT CAPACITY UNDER ASX LISTING RULE 7.1A

### 7.1 General

Broadly speaking, and subject to a number of exceptions, ASX Listing Rule 7.1 limits the amount of equity securities that a listed company can issue without the approval of its shareholders over any 12 month period to 15% of the fully paid ordinary securities it had on issue at the start of that period. Under ASX Listing Rule 7.1A, however, an 'Eligible Entity' can seek approval from its members, by way of a special resolution passed at its annual general meeting, to increase this 15% limit by an extra 10% (**10% Placement Capacity**).

A summary of ASX Listing Rule 7.1A and the 10% Placement Capacity is set out in section 5.2 of this Explanatory Memorandum. The 10% Placement Capacity is in addition to the 15% Placement Capacity.

## 7.2 ASX Listing Rule 7.1A

The ASX Listing Rules provide that an entity that satisfies both of the following tests as at the date of the Meeting (**Eligible Entity**) may seek shareholder approval under ASX Listing Rule 7.1A:

- (a) the entity is not included in the S&P/ASX 300 Index; and
- (b) the entity's market capitalisation (excluding restricted securities and securities quoted on a deferred settlement basis) is not greater than \$300,000,000.

As at 6 October 2020, the Company's market capitalisation is approximately \$249.1 million and accordingly, as at the date of this Notice, the Company is an Eligible Entity for these purposes. If, on the date of the Meeting, the Company's share price increases such that the Company's market capitalisation is more than \$300 million, or it is included in the S&P/ASX 300 Index, the Company will not be an Eligible Entity for the purpose of ASX Listing Rule 7.1A in which case Resolution 7 will be withdrawn and the Company will not seek shareholder approval for the 10% Placement Capacity.

If Resolution 7 is passed, the Company will be able to issue equity securities up to the combined 25% limit in ASX Listing Rules 7.1 and 7.1A without any further shareholder approval. The number of equity securities the Company may issue under its 10% Placement Capacity will be determined in accordance with the formula prescribed in ASX Listing Rule 7.1A.2 (refer to section 7.2 below).

If Resolution 7 is not passed, the Company will not be able to access the additional 10% capacity to issue equity securities to issue equity securities without shareholder approval provided for in ASX Listing Rule 7.1A and will remain subject to the 15% limit on issuing equity securities without shareholder approval set out in ASX Listing Rule 7.1.

## 7.3 Number of class of equity securities issued under 10% Placement Capacity

Any equity securities issued in reliance of ASX Listing Rule 7.1A must be:

- in the same class as an existing class of quoted equity securities. The Company currently has one class of equity securities on issue which are quoted, being Shares; and
- issued for cash consideration which is not less than 75% of the 15-day VWAP of equity securities in that class, as set out in further detail in section 7.4.2 of this Explanatory Memorandum.

ASX Listing Rule 7.1A.2 provides that an eligible entity which has obtained shareholder approval at an annual general meeting may issue or agree to issue, during the 12-month period after the date of the annual general meeting, a number of equity securities calculated in accordance with the following formula:

### (A x D) – E

Where:

**A** is the number of shares on issue at the commencement of the 12 months period before immediately preceding the date of issue or the date of agreement to issue (**Relevant Period**):

- (1) plus the number of shares issued in the Relevant Period under an exception in ASX Listing Rule 7.2 other than exception 9, 16 or 17;
- (2) plus the number of shares issued in the Relevant Period on the conversion of convertible securities within ASX Listing Rule 7.2 exception 9 where:
  - (i) the convertible securities were issued or agreed to be issued before the commencement of the Relevant Period; or
  - (ii) the issue of, or agreement to issue, the convertible securities was approved, or taken to have been approved under ASX Listing Rules 7.1 or 7.4,
- (3) plus the number of shares issued in the Relevant Period under an agreement to issue securities within ASX Listing Rule 7.2 exception 16 where:
  - (i) the agreement was entered into before the commencement of the Relevant Period; or
  - (ii) the agreement or issue was approved, or taken under these rules to have been approved, under ASX Listing Rules 7.1 or 7.4,
- (4) plus the number of any other shares issued in the Relevant Period with approval under ASX Listing Rule 7.1 or ASX Listing Rule 7.4,
- (5) plus the number of partly paid shares that became fully paid in the Relevant Period
- (6) less the number of shares cancelled in the Relevant Period.

**D** is 10%.

E is the number of equity securities issued or agreed to be issued under ASX Listing Rule 7.1A.2 in the Relevant Period where the issue or agreement has not been subsequently approved by the holders of shares under ASX Listing Rule 7.4.

#### **7.4 Information required by ASX Listing Rule 7.1A**

ASX Listing Rule 7.3A requires the following information to be provided in relation to this Resolution:

##### **7.4.1 10% placement period**

The equity securities may be issued under the 10% Placement Capacity commencing on the date of the Annual General Meeting and ceasing to be valid on the first to occur of:

- (a) 12 months after the date of the Annual General Meeting;
- (b) the time and date of the Company's next annual general meeting; or
- (c) the time and date of approval by Shareholders of any transaction under ASX Listing Rule 11.1.2 (a significant change to the nature or scale of the Company's activities) or ASX Listing Rule 11.2 (disposal of the Company's main undertaking).

##### **7.4.2 Minimum Price**

Any equity securities issued under the 10% Placement Capacity must be in an existing class of quoted equity securities and issued for cash consideration. The minimum price at which the equity securities may be issued under the 10% Placement Capacity is 75% of the VWAP of equity securities in that class, calculated over the 15 trading days on which trades in that class were recorded on the ASX immediately before:

- (a) the date on which the price at which the equity securities are to be issued is agreed by the Company and the recipient of the securities; or
- (b) if the equity securities are not issued within 10 trading days of the date in paragraph (a) above, the date on which the equity securities are issued.

##### **7.4.3 Purpose of an issue under 10% Placement Capacity**

The Company may issue equity securities under the 10% Placement Capacity as cash consideration in which case the Company intends to use funds raised for either or both of working capital purposes or to fund growth opportunities.

##### **7.4.4 Risk of voting dilution**

Any issue of equity securities under the 10% Placement Capacity will dilute the interests of Shareholders who do not receive their pro rata interest in the Shares allotted under the issue.

If this Resolution is approved by Shareholders and the Company issues the maximum number of equity securities available under the 10% Placement Capacity, the economic and voting dilution of existing Shares would be as shown in the table below, in the circumstances set out in the table below.

The table below shows the dilution of existing shareholders on the basis of the closing price of the Shares on the ASX on 6 October 2020 (**Closing Price**) and the number of Shares for variable A, calculated in accordance with the formula outlined in ASX Listing Rule 7.1A.2, on the date of this notice.

The table also shows the voting dilution impact where the number of Shares on issue (variable A in the formula) has increased by 50% and by 100% and the economic dilution where the issue price of Shares issued under the 10% Placement Capacity is 50% less than the Closing Price and 100% greater than the Closing Price.

Variable A in ASX Listing Rule 7.1A.2		Dilution		
		\$0.208	\$0.415	\$0.830
		50% decrease in Issue Price	Issue Price	100% increase in Issue Price
Current Variable A = 600,251,846	10% voting dilution (Shares to be issued under 7.1A)	60,025,185	60,025,185	60,025,185
	Funds raised	\$12,455,225.89	\$24,910,451.78	\$49,820,903.55
50% increase in Current Variable A = 900,377,769	10% voting dilution (Shares to be issued under 7.1A)	90,037,777	90,037,777	90,037,777
	Funds raised	\$18,682,838.73	\$37,365,677.46	\$74,731,354.91
100% increase in Current Variable A = 1,200,503,692	10% voting dilution (Shares to be issued under 7.1A)	120,050,370	120,050,370	120,050,370
	Funds raised	\$24,910,451.78	\$49,820,903.55	\$99,641,807.10

The number of Shares on issue (variable A in the formula) could increase as a result of the issue of Shares that do not require Shareholder approval (such as under a pro-rata rights issue or scrip issued under a takeover offer) or that are issued with shareholder approval under ASX Listing Rule 7.1.

The table above has been prepared on the basis of the following assumptions:

- the Issue Price set out in the table is the closing price of the Shares on the ASX on 6 October 2020;
- the Company issues the maximum possible number of equity securities under the 10% Placement Capacity;
- no options or rights convertible into Shares are exercised;
- the Company has not issued any equity securities in the 12 months prior to the date of the Annual General Meeting that were not issued under an exception in ASX Listing Rule 7.2 or which were not approved under ASX Listing Rule 7.1 or 7.4 and that Resolution 4 and Resolution 5 of this Notice is approved by Shareholders; and
- the issue of equity securities under the 10% Placement Capacity consists only of Shares.

Shareholders should note that there is a risk that:

- the market price for the Shares may be significantly lower on the issue date than on the date of the Annual General Meeting; and
- the equity securities issued under the 10% Placement Capacity may be issued at a price that is at a discount to the market price for the Shares on the date of issue,

both of which may affect the amount of funds raised by the issue.

Shareholders should also note that the calculations in the table do not show the dilution that any one particular Shareholder will be subject to. All Shareholders should consider the dilution caused to their own shareholding depending on their specific circumstances.

#### 7.4.5 Allocation under the 10% Placement Capacity

The allottees of the equity securities to be issued under the 10% Placement Capacity will depend on prevailing market conditions and will be determined on a case by case basis. However, the allottees of equity securities could consist of current Shareholders, new investors or both, provided that such allottee is not a Related Party of the Company. Allottees may also include vendors of assets into the Company.

The Company will determine the allottees at the time of the issue under the 10% Placement Capacity, having regard to the following factors:

- the purpose of the issue, including the Company's intentions to raise funds;
- alternative methods for raising funds available to the Company at that time, including, but not limited to, an entitlement issue or other offer where existing Shareholders may participate;
- the number of issues the Company intends to make and the time frame over which they will be made;
- the effect of the issue of the equity securities on the control of the Company;

- (e) the circumstances of the Company, including, but not limited to, the financial position and solvency of the Company;
- (f) prevailing market conditions; and
- (g) advice from corporate, financial and broking advisers (if applicable).

#### 7.4.6 Previous approval under ASX Listing Rule 7.1A

The Company has previously obtained approval under ASX Listing Rule 7.1A. The following information is provided in accordance with ASX Listing Rule 7.3A.6:

- (a) during the 12 months preceding the date of the Meeting, being on and from 9 November 2019, the Company issued a total of 47,394,540 equity securities under ASX Listing Rule 7.1A.2 representing 10% of the equity securities on issue at the commencement of this 12 month period; and
- (b) the equity securities issued in the 12 month period under ASX Listing Rule 7.1A.2 are set out in the following table:

Date	Quantity	Class and summary of terms	Recipient(s) or the basis upon which recipient(s) were determined	Issue Price	Closing Market Price on date of issue <sup>1</sup>	% Discount / Premium to Closing Price on date of issue	Consideration
22 June 2020	47,394,540	Fully paid ordinary shares	Issued to institutional and sophisticated investors.	\$0.37	\$0.41	9.76% discount	Cash consideration of \$17.54 million.  Funds will be used to enable the Company to continue to accelerate its growth, including its expansion into the U.S.

#### Note

<sup>1</sup> The Closing Market Price is considered to be the closing market price on the last trading day on which a sale was recorded prior to the date of issue of the relevant equity securities.

#### 7.4.7 Voting exclusion statement

A voting exclusion statement is included in the Notice. As at the date of the Notice, BetMakers has not approached any existing Shareholder, security holder or an identifiable class of existing security holders to participate in any issue of equity securities under ASX Listing Rule 7.1A. Therefore, no existing Shareholder's votes will be excluded under the voting exclusion in the Notice.

#### 7.5 Board Recommendation

The Board recommends that you vote in favour of this Resolution.

# Glossary

**\$** means Australian dollars.

**10% Placement Capacity** has the meaning ascribed to it in section 5.2 of the Explanatory Memorandum.

**15% Placement Capacity** has the meaning ascribed to it in section 5.2 of the Explanatory Memorandum.

**AEDT** means Australian Eastern Daylight Time as observed in Melbourne, Victoria, Australia.

**Annual General Meeting** or **Meeting** means the meeting convened by the Notice.

**Annual Report** means the annual financial report of the Company for the year ended 30 June 2020.

**Associate** has the meaning given to it in ASX Listing Rule 19.12.

**ASX** means ASX Limited ACN 008 624 691 or the financial market operated by ASX Limited, as the context requires.

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

**Auditor's Report** means the auditor's report contained in the Annual Report.

**Board** means the current board of Directors of the Company.

**Chair** means the chairperson of the Meeting.

**Closely Related Party** of a member of the Key Management Personnel means:

- (a) a spouse or child of the member;
- (b) a child of the member's spouse;
- (c) a dependent of the member or the member's spouse;
- (d) anyone else who is one of the member's family and may be expected to influence the member, or be influenced by the member, in the member's dealing with the entity;
- (e) a company the member controls; or
- (f) a person prescribed by the Corporations Regulations 2001 (Cth).

**Company** or **BetMakers** means BetMakers Technology Group Ltd ACN 164 521 395.

**Constitution** means the constitution of the Company.

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

**Director's Report** means the director's report contained in the Annual Report.

**Directors** means the current directors of the Company.

**Explanatory Memorandum** means the explanatory memorandum accompanying this Notice.

**Key Management Personnel** has the same meaning as in the accounting standards and broadly includes those persons having authority and responsibility for planning, directing and controlling the activities of the Company, directly or indirectly, including any director (whether executive or otherwise) of the Company.

**Lead Manager** means the lead manager of the Placement, Canaccord Genuity.

**LTIP** means the Company's Long Term Incentive Plan approved by Shareholders on 23 November 2018.

**Notice** or **Notice of Annual General Meeting** means this notice of Annual General Meeting, including the Explanatory Memorandum and the Voting Form.

**Placement** has the meaning ascribed to it in section 5.1 of the Explanatory Memorandum.

**Placement Shares** has the meaning ascribed to it in section 5.1 of the Explanatory Memorandum.

**Related Party** has the meaning given to it in ASX Listing Rule 19.12.

**Remuneration Report** means the remuneration report set out in the Directors' Report contained in the Company's Annual Report.

**Resolution** means a resolution set out in the Notice of General Meeting.

**Restricted KMP Voter** is one of the following persons who or on whose behalf a vote on a Resolution must not be cast (in any capacity):

- (a) a member of the Key Management Personnel, details of whose remuneration are included in the Remuneration Report; or

(b) a Closely Related Party of such a member.

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

**Share Registry** means the share registry of the Company, being Computershare Investor Services Pty Limited.

**Shareholder** means a holder of a Share.

**Special Resolution** means that at least 75% of votes cast by Shareholders present and eligible to vote at the Meeting (in person, by proxy, by attorney or, in the case of a corporate shareholder, by a corporate representative) must be in favour of a Resolution for it to be passed.

**Spill Meeting** has the meaning ascribed to it in section 2.2 of the Explanatory Memorandum.

**Spill Resolution** has the meaning ascribed to it in section 2.2 of the Explanatory Memorandum.

**Voting Form** means the voting form accompanying the Notice.

**VWAP** means volume weighted average price.

# Annexure A – U.S. SUB-PLAN

## ADDENDUM TO BETMAKERS TECHNOLOGY GROUP LIMITED LONG TERM INCENTIVE PLAN

### TERMS AND CONDITIONS APPLICABLE TO UNITED STATES PERSONS

The Board of Directors of BetMakers Technology Group Limited hereby adopts this Addendum to BetMakers Technology Group Limited Long Term Incentive Plan (the “**Plan**”), effective as of [DATE] (the “**Addendum Adoption Date**”), pursuant to clause 22.6 of the Plan. The rules set forth in this Addendum (the “**U.S. Rules**”) apply to Options and Performance Rights granted under the Plan to Eligible Employees who are residents of the United States of America or otherwise subject to income taxation by the United States of America (“**U.S. Persons**”). If there is a conflict, whether express or implied, between the Plan and these U.S. Rules as applicable to U.S. Persons, the U.S. Rules will prevail.

#### 1. DEFINITIONS

Any capitalized terms used but not defined herein will have the meanings given to them in the Plan.

“**Award**” means, as applicable, a grant of Options or Performance Rights.

“**California Participant**” means a U.S. Participant who is a resident of the State of California.

“**Capital Reconstruction**” means a change in the capital structure of the Company, as described in clause 19 of the Plan.

“**Disability**” means a permanent and total disability within the meaning of Section 22(e)(3) of the U.S. Code.

“**Eligible U.S. Person**” means a U.S. Person who meets the requirements of Section 2.1 below.

“**Fair Market Value**” means, with respect to a Share as of any date:

- (a) if the Shares are then listed on a securities exchange, (i) the closing sale price of a Share, (ii) the average of the high and low sales prices of a Share or (iii) the average “market price” (as that term is defined in the ASX Listing Rules) per Share (weighted by reference to volume) during the five trading days immediately preceding such date; provided that with respect to the establishment of the Exercise Price of an Option, the method of determining the Fair Market Value must be set forth in the applicable Invitation Letter; or
- (b) if the Shares are not then listed on a securities exchange, the fair market value of a Share as determined by the Board in good faith, and in a manner consistent with the requirements of Section 409A or Section 422 of the U.S. Code, as applicable.

“**Incentive Stock Option**” means an Option granted to an Eligible U.S. Person who is a U.S. Employee and that is intended to be (as set forth in the applicable Invitation Letter) and which qualifies as an “incentive stock option” within the meaning of Section 422 of the U.S. Code.

“**Nonstatutory Option**” means an Option granted to an Eligible U.S. Person that is not intended to be (as set forth in the applicable Invitation Letter), or that otherwise does not qualify as, an Incentive Stock Option.

“**Rule 701**” means Rule 701 promulgated pursuant to the Securities Act.

“**Section 409A**” means Section 409A of the U.S. Code.

“**Securities Act**” means the United States Securities Act of 1933, as amended.

“**Separation from Service**” means a termination of employment or other service with the Group which constitutes a “separation from service” within the meaning of Section 409A.

“**U.S. Code**” means the United States Internal Revenue Code of 1986, as amended, and any applicable regulations and administrative guidelines thereunder.

“**U.S. Consultant**” means a U.S. Person engaged to provide consulting or advisory services (other than as an Employee or a Director) to a Participating Company, provided that (i) the identity of such person, the nature of

such services or the entity to which such services are provided would not preclude the Company from offering or selling securities to such person pursuant to the Plan in reliance on either the exemption from registration provided by Rule 701 under the Securities Act or, if the Company is required to file reports pursuant to Section 13 or 15(d) of the Exchange Act, registration on a Form S-8 Registration Statement under the Securities Act, or (ii) the Company would be eligible to offer or sell securities to such person pursuant to the Plan without registration under the Securities Act in reliance on Section 4(a)(2) of the Securities Act or another applicable exemption.

**“U.S. Employee”** means a U.S. Person treated as an employee (including a member of the Board who is also treated as an employee) in the records of a member of the Group and, with respect to any Incentive Stock Option granted to such person, who is an employee for purposes of Section 422 of the U.S. Code; provided, however, that neither service as a member of the Board nor payment of a director’s fee is sufficient to constitute employment for purposes of these U.S. Rules.

**“U.S. Person”** means a person who is a resident of the United States of America or otherwise subject to income taxation by the United States of America.

**“U.S. Participant”** means a U.S. Person who has become a Participant.

## **2. RULES APPLICABLE TO ALL AWARDS GRANTED TO U.S. PERSONS**

**2.1 Eligible U.S. Persons.** No U.S. Person may be granted an Award pursuant to the Plan unless such person is, as of the date of grant of the Award, an Eligible Employee who is a U.S. Employee, U.S. Consultant or member of the Board of the Company or another member of the Group that is a majority-owned subsidiary of the Company or of another member of the Group in a chain of majority-owned Group members beginning with the Company. No U.S. Consultant is eligible to become a Participant unless such U.S. Consultant is a natural person providing *bona fide* services to one or more of the foregoing entities and such services are not (i) in connection with the offer or sale of securities in a capital-raising transaction or (ii) performed to directly or indirectly promote or maintain a market for the Company’s securities. No U.S. Person will be eligible to be granted an Award prior to the date such person commences employment or other personal service relationship with a member of the Group.

**2.2 Grant of Awards.** The Board may grant to an Eligible U.S. Person (a) Performance Rights, subject to the conditions described in Section 4 below and (b) Options which qualify as Incentive Stock Options or Options which do not qualify as Incentive Stock Options, which will be Nonstatutory Options. Incentive Stock Options may only be granted to Eligible Employees who are U.S. Employees and in accordance with Section 3 below. Nonstatutory Options and Performance Rights may be granted to any Eligible U.S. Person. Unless Options granted pursuant to the Plan are specifically designated as Incentive Stock Options at the time of grant, they will be Nonstatutory Options. Any Option designated as an Incentive Stock Option that nevertheless fails to satisfy any of the requirements of Section 422 of the U.S. Code or the applicable regulations thereunder will be treated as a Nonstatutory Option.

**2.3 Exercise Price of Options; Purchase Price of Performance Rights.** No Option granted to an Eligible U.S. Person may have an Exercise Price that is less than 100% of the Fair Market Value of a Share on the date that the Option is granted. Performance Rights may have any purchase price or Fee determined by the Board, including no purchase price or Fee.

**2.4 Compliance with U.S. Securities Law.** The grant of Awards to Eligible U.S. Persons and the issuance of Shares pursuant to any Awards held by a U.S. Participant will be subject to compliance with all applicable requirements of United States federal and state law with respect to such securities and the requirements of any stock exchange or market system upon which the Shares may then be listed. In addition, no Award held by a U.S. Participant may be exercised or Shares issued pursuant to Awards held by a U.S. Participant unless (a) a registration statement under the Securities Act is in effect at the time of such exercise or issuance with respect to the Shares issuable pursuant to the Awards or (b) in the opinion of legal counsel to the Company, the Shares issuable pursuant to the Awards may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act. Except as otherwise determined by the Board, the Company intends that securities issued to U.S. Persons pursuant to the Plan will be exempt from requirements of registration and qualification of such securities pursuant the exemptions afforded by Rule 701, and the Plan and these U.S. Rules will be so construed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company’s legal counsel to be necessary to the lawful issuance and sale of any Shares hereunder to any U.S. Person will relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority has not been obtained. As a condition to issuance of any Shares, the Company may require a U.S. Participant to satisfy any

qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

## 2.5 Tax Withholding.

- (a) **In General.** At the time that Awards are granted, Awards cease to be subject to a substantial risk of forfeiture (i.e., become vested), Awards are exercised or Shares are issued in settlement of Awards, in whole or in part, or at any time thereafter as requested by any Group member, the U.S. Participant hereby authorizes withholding from payroll or any other payment of any kind due to the U.S. Participant and otherwise agrees to make adequate provision for United States federal, state and local taxes and any other taxes or social insurance contributions required by law to be withheld, if any, which arise in connection with such Awards. The applicable Group member may require the U.S. Participant to make a cash payment to cover any such withholding tax obligation as a condition of grant, exercise or vesting of the Awards or issuance of Shares.
- (b) **Withholding in or Directed Sale of Shares.** The Company will have the right, but not the obligation, to deduct from the Shares issuable to a U.S. Participant upon the exercise or settlement of Awards, or to accept from a U.S. Participant the tender of, a number of whole Shares having a Fair Market Value, as determined by the Company, equal to all or any part of the tax withholding obligations of any member of the Group. The Fair Market Value of any Shares withheld or tendered to satisfy any such tax withholding obligations may not exceed the amount determined by the applicable minimum statutory withholding rates. The Company may require a U.S. Participant to direct a securities broker, upon the exercise or settlement of Awards, to sell a portion of the Shares subject to the Awards determined by the Company in its discretion to be sufficient to cover the tax withholding obligations of any member of the Group and to remit an amount equal to such tax withholding obligations to the Group member in cash.

**2.6 Compliance with Section 409A.** All Awards granted to U.S. Participants are intended to comply with, or otherwise be exempt from, Section 409A. All such Awards must be administered, interpreted, and construed in a manner consistent with Section 409A, as determined by the Company in good faith, to the extent necessary to avoid the imposition of additional taxes under Section 409A(a)(1)(B) of the U.S. Code. It is intended that any election, payment or benefit which is made or provided pursuant to or in connection with any Awards that may result in deferred compensation within the meaning of Section 409A will comply in all respects with the applicable requirements of Section 409A. Notwithstanding the foregoing, neither the Company nor the Board will have any obligation to take any action to prevent the assessment of any tax or penalty on any Participant under Section 409A, and neither the Company nor the Board will have any liability to any Participant for such tax or penalty.

**2.7 Electronic Delivery.** By accepting an Offer under the Plan, the U.S. Participant (a) consents to the electronic delivery of all information with respect to the Plan and the Awards, and any reports of the Company provided generally to the Shareholders; (b) acknowledges that the Participant may receive from the Company a paper copy of any documents delivered electronically at no cost by contacting the Company by telephone or in writing; (c) further acknowledges that the Participant may revoke his or her consent to the electronic delivery of documents at any time by notifying the Company of such revoked consent by telephone, postal service or electronic mail; and (d) further acknowledges that the Participant understands that he or she is not required to consent to electronic delivery of documents.

**2.8 Provision of Information.** The Company must deliver to each U.S. Participant such disclosures as are required in accordance with Rule 701 under the Securities Act.

## 3. RULES APPLICABLE TO INCENTIVE STOCK OPTIONS

**3.1 Shareholder Approval of U.S. Rules Applicable to Incentive Stock Options.** These U.S. Rules applicable to Incentive Stock Options were initially adopted by the Board on the Addendum Adoption Date and were, or will be, approved by the Shareholders no later than twelve (12) months after the Addendum Adoption Date. Any amendment to the ISO Share Limit set forth in Section 3.2 below or in the classes of U.S. Employees eligible to be granted Incentive Stock Options under the Plan set forth in Section 3.4 below must be approved by a majority of the outstanding securities of the Company entitled to vote within a period beginning twelve (12) months before and ending twelve (12) months after the date on which any such amendment is adopted by the Board.

**3.2 Maximum Number of Shares Issuable Pursuant to Incentive Stock Options.** Subject to proportionate adjustment in the event of a Capital Reconstruction, the maximum aggregate number of Shares that may be issued under Plan pursuant to the exercise of Incentive Stock Options may not exceed 60,000,000 (the “ISO Share Limit”).

**3.3 Limitation on Time of Grant of Incentive Stock Options.** No Incentive Stock Option may be granted pursuant to the Plan later than the 10th anniversary of the Addendum Adoption Date. However, any Incentive Stock Options

granted within such 10-year period will continue to be governed by these U.S. Rules notwithstanding the expiration of such period.

- 3.4 Eligible Employees.** An Incentive Stock Option may be granted only to an Eligible Employee who is (a) a U.S. Employee and (b) is an employee, within the meaning of Section 422 of the U.S. Code, of the Company or a corporation (other than the Company) in an unbroken chain of corporations beginning with the Company and ending with the corporation employing such U.S. Employee in which, at the time of the grant of such Option, each of the corporations other than the last corporation in the unbroken chain owns shares possessing 50% or more of the total combined voting power of all classes of the share capital in one of the other corporations in such chain.
- 3.5 Exercise Price.** The Exercise Price for each Incentive Stock Option will be established in the discretion of the Board; provided, however, that (a) the Exercise Price may not be less than 100% of the Fair Market Value of a Share on the date of grant of the Incentive Stock Option and (b) no Incentive Stock Option granted to a person who, at the date of grant, owns shares possessing more than 10% of the total combined voting power of all classes of voting securities of any member of the Group within the meaning of Section 422(b)(6) of the U.S. Code (a “**Ten Per Cent Owner**”) may have an Exercise Price less than 110% of the Fair Market Value of a Share on the date of grant of the Incentive Stock Option.
- 3.6 Incentive Stock Option Fair Market Value Limitation.** To the extent that an Incentive Stock Option granted to a U.S. Employee (together with all Incentive Stock Options granted to the U.S. Employee under all plans of the Group, including the Plan) becomes exercisable for the first time during any calendar year for Shares having a Fair market Value greater than U.S.D \$100,000, the portion of such Options which exceeds such amount will be treated as Nonstatutory Options. For purposes of this Rule, options designated as Incentive Stock Options are taken into account in the order in which they were granted, and the Fair Market Value of Shares is determined as of the date of grant of such Options. If a grant of Options is treated as an Incentive Stock Option in part and as a Nonstatutory Option in part by reason of the limitation set forth in this Rule, the Participant may designate which portion of such Options the Participant is exercising. In the absence of such designation, the Participant will be deemed to have exercised the Incentive Stock Option portion of the Options first.
- 3.7 Lapse of Incentive Stock Options.** No Incentive Stock Option may be exercisable after the expiration of ten (10) years after the date of grant of such Option, provided that no Incentive Stock Option granted to a Ten Per Cent Owner may be exercisable after the expiration of five (5) years after the date of grant of such Option.
- 3.8 Effect of Termination of Employment or Leave of Absence on Incentive Stock Option.** A U.S. Participant's exercise of an Option otherwise qualifying as an Incentive Stock Option will be treated as the exercise of an Incentive Stock Option only if the U.S. Participant is (except in the case of termination of employment due to Disability or death), at all times during the period beginning with the date of grant of such Option and ending on the date three (3) months before the date of such exercise, an employee of a corporation described in Section 3.4 above or a corporation substituting or assuming an Option in a transaction to which Section 424(a) of the U.S. Code applies. In the case of termination of employment due to Disability, a period of one (1) year will be substituted in place of the period of three (3) months, and in the case of termination of employment due to death, the foregoing employment requirement will not apply. A U.S. Participant's employment will not be deemed to have been interrupted or terminated if the Participant takes any military leave, sick leave, or other bona fide leave of absence approved by a member of the Group. However, unless the U.S. Participant's right to return to employment is guaranteed by statute or contract, if any such leave taken by a U.S. Participant exceeds three (3) months, then on the one hundred eighty-first (181st) day following the commencement of such leave an Option held by the Participant which remains outstanding will be treated upon exercise as a Nonstatutory Option.
- 3.9 Incentive Stock Options Not Transferable.** An Incentive Stock Option may not be transferable by the U.S. Participant otherwise than by will or the laws of descent and distribution, and during the lifetime of the U.S. Participant will be exercisable only by the U.S. Participant.
- 3.10 Notification of Disqualifying Disposition.** If the U.S. Participant makes a disposition (as that term is defined in Section 424(c) of the U.S. Code) of any Shares acquired pursuant to Incentive Stock Options within two years following the date of grant of such Options or within one year after the Shares acquired upon the exercise of such Options are transferred to the Participant, the Participant must notify the Company of such disposition in writing within 30 days of the disposition.

#### **4. RULES APPLICABLE TO PERFORMANCE RIGHTS**

- 4.1 Performance Criteria and Vesting of Performance Rights.** At the time of the grant of Performance Rights to an Eligible U.S. Person, the Board may impose such Performance Hurdles or other conditions to the vesting of the Performance Rights as it, in its sole discretion, deems appropriate. Notwithstanding any provision of the Plan or any Invitation Letter to the contrary, once established at the time of grant, such Performance Hurdles or other conditions

to the vesting of such Performance Rights may not be modified in any manner that could extend the performance period or otherwise delay or defer the date on which such conditions to vesting could be satisfied in a manner that would constitute an extension of the period in which compensation is subject to a substantial risk of forfeiture within the meaning of Section 409A.

**4.2 Time of Settlement of Performance Rights.** Notwithstanding any provision of the Plan or any Invitation Letter to the contrary and except as complies with Section 4.3 below, no Performance Right granted to an Eligible U.S. Person may permit the issuance of a Share in settlement of the Performance Right later than the 15th day of the third calendar month following the last day of the calendar year or Company fiscal year (whichever ends later) in which the Performance Right “vests” (i.e., ceases to be subject to a “substantial risk of forfeiture” within the meaning of Section 409A).

**4.3 Compliance with Section 409A of the Code.** In addition to the general provisions relating to Section 409A set forth in Section 2.7 of these U.S. Rules, the following rules will apply to any Performance Rights that are subject to Section 409A:

- (a) Notwithstanding anything to the contrary in the Plan, these U.S. Rules or any Invitation Letter, to the extent required to avoid tax penalties under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to the Plan on account of, and during the six (6) month period immediately following, the U.S. Participant’s Separation from Service will instead be paid on the first business day following the six-month anniversary of the U.S. Participant’s Separation from Service (or upon the U.S. Participant’s death, if earlier).
- (b) Neither any U.S. Participant nor the Company may take any action to accelerate or delay the payment of any amount or benefits under any Performance Right in any manner which would not be in compliance with Section 409A.
- (c) Notwithstanding anything to the contrary in the Plan, these U.S. Rules or any Invitation Letter, to the extent that any amount constituting deferred compensation subject to Section 409A would become payable to a U.S. Participant under the Plan by reason of a Change of Control Event or takeover, such amount will become payable only if such event would also constitute a “change in control event” within the meaning of Section 409A.
- (d) Should any provision of the Plan, these U.S. Rules or any Invitation Letter be found not to comply with, or otherwise to be exempt from, the provisions of Section 409A as applicable to a U.S. Participant, such provision will be modified and given effect (retroactively if necessary), in the sole discretion of the Board, and without the consent of the holder of Performance Rights, in such manner as the Board determines to be necessary or appropriate to comply with, or to effectuate an exemption from, Section 409A.
- (e) Notwithstanding the foregoing, neither the Company nor the Board will have any obligation to take any action to prevent the assessment of any tax or penalty upon any U S Participant under Section 409A, and neither the Company nor the Board will have any liability to any U S Participant for such tax or penalty.

## **5. RULES APPLICABLE TO AWARDS GRANTED TO CALIFORNIA PARTICIPANTS**

The following rules will govern Awards granted under the Plan and these U.S. Rules to any California Participant at any time required for an exemption from qualification of securities under the California Corporate Securities Law of 1968 by reason of Section 25102(o) of the California Corporations Code, notwithstanding any other provisions of the Plan, these U.S. Rules or the applicable Invitation to the contrary:

**5.1 Limitation on Time of Grant of Awards to California Participants.** No Award may be granted to a California Participant following the 10th anniversary of the date on which the Plan and these U.S. Rules are adopted by the Board or approved by the Shareholders, whichever is earlier.

**5.2 Maximum Option Exercise Period.** The Exercise Period of any Option granted to a California Participant may be no more than 120 months from the date of grant of the Option.

**5.3 Minimum Option Post-Service Exercise Periods.** Unless the employment or service of the California Participant is terminated for “cause” as defined by applicable law, the terms of the Plan, these U.S. Rules or the Invitation Letter, the right to exercise an Option in the event of termination of employment or service, to the extent that the Participant

is entitled to exercise the Option on the date employment or service relationship terminates, will continue until the earlier of the lapsing of the Option's original Exercise Period, or:

- (a) At least 6 months from the date of termination of employment or service if termination was caused by death or Disability.
- (b) At least 30 days from the date of termination of employment or service if termination was caused by other than death or Disability.

**5.4 Awards Not Transferable.** No Options or Performance Rights granted to a California Participant may be transferable other than by will, by the laws of descent and distribution, or, if and to the extent permitted under the terms of the Invitation Letter, to a revocable trust or as permitted by Rule 701 under the Securities Act.

**5.5 Shareholder Approval.** Shareholders representing a majority of the Company's issued and outstanding Shares entitled to vote must approve these U.S. Rules by the later of (a) 12 months after the date the Plan is adopted by the Board or (b) 12 months after the granting of any Award to a California Participant. Any Option exercised or Share issuance pursuant to a Performance Right by a California Participant before such Shareholder Approval is obtained must be rescinded if Shareholder Approval is not obtained within the period described in the preceding sentence. Notwithstanding the foregoing, the Company will not be required to comply with this Section 5.5 for so long as (i) the Company qualifies as a "foreign private issuer," as defined by Rule 3b-4 of the United States Securities Exchange Act of 1934, as amended, and (ii) the aggregate number of California Participants and other persons resident in California granted options or issued securities under all plans or agreements of the Company does not exceed thirty-five (35).

**5.6 Provision of Financial Statements.** The Company must provide financial statements to each California Participant annually during the period such individual has Options or Performance Rights outstanding; provided, however, that the Company will not be required to provide such financial statements to California Participants when the Plan and these U.S. Rules comply with all conditions of Rule 701 under the Securities Act.

**5.7 Compliance with California Securities Laws.** With respect to any Awards granted to a California Participant, the Plan and these U.S. Rules are intended to comply with Section 25102(o) of the California Corporations Code. Any provision of these U.S. Rules that is inconsistent with Section 25102(o), including without limitation any provision of the Plan, as modified by these U.S. Rules, that is more restrictive than would be permitted by Section 25102(o) as amended from time to time, will, without further act or amendment by the Board, be reformed to comply with the provisions of Section 25102(o). If at any time the Board determines that the delivery of Shares under the Plan to a California Participant or other U.S. Participant is or may be unlawful under the laws of any applicable jurisdiction, or United States federal or state securities laws, the right to exercise an Option or receive Shares pursuant to Options, Performance Rights or other Share acquisition rights will be suspended until the Board determines that such delivery is lawful. The Company will have no obligation to effect any registration or qualification of the Shares under United States federal or state laws.

## Annexure B – Summary of Long Term Incentive Plan

<p>Terms used in this Annexure B will have the meaning ascribed to them by the LTIP, unless the context requires otherwise.</p> <p>If Resolution 6 is approved by Shareholders, a copy of the full LTIP will be available on the Company's website at <a href="https://betmakers.com/corporate">https://betmakers.com/corporate</a>.</p>	
<b>Participation</b>	<p>Pursuant to the LTIP, the Company may offer Options or Performance Rights on the terms and conditions summarised below:</p> <p>(a) <b>Eligibility</b></p> <p>Any Director or Employee of the Company or any other person declared by the Board, in its sole and absolute discretion, is eligible to participate in the LTIP (<b>Eligible Employee</b>).</p> <p>(b) <b>Offer</b></p> <p>The Board may from time to time, in its absolute discretion, make a written offer to an Eligible Employee to apply for a specific number of Options and/or Performance Rights, upon the terms set out in the LTIP and upon such additional terms and conditions as the Board determines.</p> <p>(c) <b>Consideration</b></p> <p>The Board may, in its sole and absolute discretion, determine whether and the amount of any fee payable by an Eligible Employee to the Company on the grant of an Option and/or Performance Right.</p>
<b>Offer</b>	<p>Following determination of an Eligible Employee, the Board may at any time, and from time to time, invite the Eligible Employee to participate in its sole and absolute discretion. If the Eligible Employee accepts then they become a participant (<b>Participant</b>).</p>
<b>Maximum Allocation</b>	<p>Unless prior Shareholder Approval is obtained, the Company must not make an offer for Options or Performance Rights under the LTIP (<b>Offer</b>) if, immediately after the Offer is made, the sum of:</p> <p>(a) the total number of unissued Shares which may be acquired pursuant to the offer under the LTIP (for avoidance of doubt, unissued Shares which may be issued upon exercise or conversion of the Options or Performance Rights offered under the Offer); and</p> <p>(b) the total number of unissued Shares over which Options have been granted or Performance Rights issued during the preceding three years under the LTIP and any other Company employee incentive scheme; and</p> <p>(c) the total number of Shares issued on exercise or conversion of Options or Performance Rights issued during the preceding three years under the LTIP and any other Company employee incentive scheme,</p> <p>would exceed 15% of the total number of Shares on issue at the time of the Offer.</p>
<b>Terms of Plan Shares</b>	<p>The rights attaching to the Shares issued upon exercise or conversion of an Option or Performance Rights issued under the LTIP (<b>Plan Shares</b>) are summarised below:</p> <p>(a) <b>Voting rights</b></p> <p>A Participant may exercise any voting rights attaching to Plan Shares registered in the Participant's name.</p> <p>(b) <b>Dividend rights</b></p> <p>A Participant will have a vested and indefeasible entitlement to any dividends declared and distributed by the Company on the Plan Shares which, at the books closing date/record date for determining entitlement to those dividends, are standing to the account of the Participant.</p> <p>(c) <b>Transfer of Shares</b></p> <p>Plan Shares or any beneficial or legal interest in Plan Shares may not be transferred, encumbered or otherwise disposed of, or have a Security Interest granted over them, by a Participant unless all restrictions on the transfer, encumbrance or disposal of the Plan Shares have been met, the Board has waived any such restrictions, or prior consent of</p>

	the Board is obtained which consent may impose such terms and conditions on such transfer, encumbrance or disposal as the Board sees fit.
<b>Terms of Options</b>	<p>The rights attaching to the Options issued pursuant to the LTIP are the same as the terms summarised below. However, the Options may be subject to such other exercise criteria or conditions as the Board may determine.</p> <p>(a) <b>Entitlement</b></p> <p>Each Option entitles the holder (<b>Holder</b>) to subscribe for one Share on payment of the Exercise Price.</p> <p>(b) <b>Exercise Price and Expiry Date</b></p> <p>Each Option shall have an exercise price (<b>Exercise Price</b>) and expiry date (<b>Expiry Date</b>) determined by the Company at the time of issue of the Option.</p> <p>(c) <b>Vesting Conditions and Exercise Period</b></p> <p>The Options may be subject to vesting conditions (<b>Vesting Conditions</b>), which may be deemed satisfied in the Board's sole and absolute discretion.</p> <p>Each Option is exercisable from the date of satisfaction of the relevant Vesting Conditions and before the Expiry Date (<b>Exercise Period</b>).</p> <p>(d) <b>Shares issued on exercise</b></p> <p>Shares issued upon exercise of an Option will rank equally with the then Shares of the Company, be issued free of all encumbrances, liens and third party interests and the Company will apply to ASX for quotation of the Shares.</p> <p>(e) <b>Participation in new issues, voting rights and dividends</b></p> <p>There are no participation rights or entitlements inherent in the Options and Holders will not be entitled to vote, receive any dividends or participate in new issues of capital offered to Shareholders during the currency of the Options unless and until the Options have been exercised.</p> <p>(f) <b>Non-transferable and No Quotation</b></p> <p>Options may not be assigned, transferred, encumbered with a Security Interest in or over them, or otherwise disposed of by a Participant, unless:</p> <ul style="list-style-type: none"> <li>(i) the prior consent of the Board is obtained; or</li> <li>(ii) such assignment or transfer occurs by force of law upon the death of a Participant to the Participant's legal personal representative.</li> </ul> <p>Unless determined otherwise by the Board in its sole and absolute discretion, Options issued under the Plan will not be quoted on the ASX.</p>
<b>Terms of Performance Rights</b>	<p>The terms of the Performance Rights issued pursuant to the LTIP are summarised below:</p> <p>(a) <b>Performance Condition and Performance Period</b></p> <p>Each Performance Right entitles a Participant to be automatically issued one Share upon the satisfaction of the Performance Hurdles or Vesting Criteria, which may be deemed satisfied in the Board's sole and absolute discretion.</p> <p>(b) <b>Notice of Performance Hurdles</b></p> <p>The Board will provide to the Participant a letter informing the Participant that the Participant's Performance Rights have vested and will be automatically exercised.</p> <p>(c) <b>Lapse of Performance Rights</b></p> <p>Unless otherwise determined by the Board in its sole and absolute discretion, the Performance Rights automatically lapse if:</p> <ul style="list-style-type: none"> <li>(i) the Participant ceases employment or to hold office with the Company otherwise than as a Good Leaver or Bad Leaver;</li> <li>(ii) where a Forfeiture Condition has been met and the Performance Rights are forfeited;</li> <li>(iii) a Performance Hurdle has not been satisfied within the Performance Period;</li> </ul>

	<p>(iv) if the Board determines in its reasonable opinion that the Performance Hurdles have not been met and cannot be met prior to the expiry of the Performance Period; or</p> <p>(v) at the expiry date of the Performance Period.</p> <p>(d) <b>Shares issued on satisfaction of Performance Hurdles or Vesting Criteria</b> Shares issued upon satisfaction of a Performance Hurdle or Vesting Criteria rank equally with the then Shares of the Company, be issued free of all encumbrances, liens and third party interests and the Company will apply to ASX for quotation of the Shares.</p> <p>(e) <b>Participation in new issues, voting rights and dividends</b> There are no participation rights or entitlements inherent in the Performance Rights and the Participant will not be entitled to vote, receive any dividends or participate in new issues of capital offered to Shareholders during the currency of the Performance Rights unless and until the Performance Hurdles and/or Vesting Criteria have been satisfied and the Participant is issued Shares.</p> <p>(f) <b>Non-transferable and No Quotation</b> Performance Rights may not be assigned, transferred, encumbered with a Security Interest in or over them, or otherwise disposed of by a Participant, unless:</p> <p>(i) the prior consent of the Board is obtained; or</p> <p>(ii) such assignment or transfer occurs by force of law upon the death of a Participant to the Participant's legal personal representative.</p> <p>Unless determined otherwise by the Board in its sole and absolute discretion, Performance Rights issued under the LTIP will not be quoted on the ASX.</p>
<p><b>Good Leaver / Bad Leaver</b></p>	<p>Where a Participant who holds Options and/or Performance Rights becomes a Good Leaver (a person that is not a Bad Leaver):</p> <p>(a) all vested Options which have not been exercised will continue in force and remain exercisable until the Expiry Date, unless the Board in its sole and absolute discretion determines otherwise;</p> <p>(b) all vested Performance Rights which have not been converted into Plan Shares will be immediately converted; and</p> <p>(c) the Board may determine, in its sole and absolute discretion, the manner which the unvested Options and/or Performance Rights will be dealt with including but not limited to:</p> <p>(i) allowing some or all of those Options and/or Performance Rights (as the case may be) to continue to be held by the Participant, and be subject to the existing Performance Hurdles and/or Vesting Conditions;</p> <p>(ii) undertaking a Buy-Back of some or all of those Options and/or Performance Rights; and/or</p> <p>(iii) requiring that any remaining Options and/or Performance Rights be automatically forfeited by the Participant for the payment by the Company to the Participant of Nominal Consideration.</p> <p>Where a Participant who holds Performance Rights and/or Options becomes a Bad Leaver:</p> <p>(a) all vested Options which have not been exercised will continue in force and remain exercisable until the Expiry Date, unless the Board in its sole and absolute discretion determines otherwise;</p> <p>(b) all vested Performance Rights which have not been exercised will be immediately exercised, unless the Board in its sole and absolute discretion determines otherwise; and</p> <p>(c) all unvested Options and/or Performance Rights will automatically be forfeited by the Participant for the payment by the Company to the Participant of Nominal Consideration.</p> <p>A Participant will become a Bad Leaver where, unless otherwise determined by the Board in its sole and absolute discretion, a Participant ceases employment or office with any member of the Group in any of the following circumstances:</p>

	<ul style="list-style-type: none"> <li>(a) the Participant resigns from their employment or office;</li> <li>(b) the employment of the Participant is terminated due to poor performance; or</li> <li>(c) the Participant's employment is terminated, or the Participant is dismissed from their office, for any of the following reasons: <ul style="list-style-type: none"> <li>(i) the Participant has committed any serious or persistent breach of the provisions of any employment or director contract entered into by the Participant with any member of the Group;</li> <li>(ii) the Participant being guilty of fraudulent or dishonest conduct in the performance of the Participant's duties, which in the reasonable opinion of the relevant member of the Group effects the Participant's suitability for employment with that member of the Group, or brings the Participant or the Group into disrepute;</li> <li>(iii) the Participant has been convicted of any criminal offence which involves fraud or dishonesty;</li> <li>(iv) the Participant has committed any wrongful or negligent act or omission which has caused any member of the Group substantial liability;</li> <li>(v) the Participant has become disqualified from managing corporations or has committed any act that may result in the Participant being banned from managing a corporation under any applicable securities law; or</li> <li>(vi) the Participant has committed serious or gross misconduct, wilful disobedience or any other conduct justifying termination of employment without notice.</li> </ul> </li> </ul>
<b>Buy-Back</b>	<p>The Board may cause the Company to Buy-Back Options, Performance Rights and/or Plan Shares held by a Participant for:</p> <ul style="list-style-type: none"> <li>(a) an amount agreed with the Participant at any time;</li> <li>(b) the then Market Value of Options, Performance Rights and/or Plan Shares (as the case may be) without the agreement of the Participant; or</li> <li>(c) where there is a formal takeover offer made for at least 5% of the Shares, the Company may Buy-Back Options, Performance Rights and/or Plan Shares (as the case may be) at the price or prices offered by the bidder under the takeover offer and/or as considered appropriate by the Board in its reasonable opinion in light of such an offer.</li> </ul>
<b>Bonus Issues and Capital Reconstructions</b>	<ul style="list-style-type: none"> <li>(a) <b>Change of Control</b> Unless the Board determines otherwise in its sole and absolute discretion, upon the happening of a Change of Control Event, Options and Performance Rights will vest on a pro rata basis based upon the period from the date of grant to the date of the Change of Control Event when compared to the overall vesting period, and where the Vesting Conditions have been satisfied.</li> <li>(b) <b>Adjustment for bonus issues of Shares</b> If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment): <ul style="list-style-type: none"> <li>(i) the number of Plan Shares which must be issued on the exercise of an Option/Performance Right will be increased by the number of Plan Shares which the Holder would have received if the Holder of Options/Performance Rights had exercised the Option/Performance Right before the record date for the bonus issue; and</li> <li>(ii) no change will be made to the Exercise Price.</li> </ul> </li> <li>(c) <b>Adjustment for rights issue</b> If the Company makes an issue of Shares pro rata to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) the Exercise Price of an Option will be reduced according to the formula in ASX Listing Rule 6.22 so that the Holder does not suffer any detriment as a result of the pro rata issue.</li> <li>(d) <b>Adjustment for reorganisation</b> If there is any reorganisation of the Issued Capital of the Company, the number of Options and/or Performance Rights to which each Participant is entitled, and/or the</li> </ul>

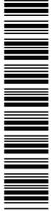
	<p>Exercise Price of the Options (if any), will be changed in accordance with the Listing Rules</p> <p>(e) <b>Adjustment for fairness</b></p> <p>The Board may (as far as possible) make whatever adjustments it deems necessary or desirable to ensure that the consequences of that application are fair as between the Participants and the holders of other securities in the Company subject to the Listing Rules.</p>
<b>Administration of LTIP</b>	<p>The Board may make such regulations for the operation of the LTIP as it considers necessary, provided such regulations are consistent with the rules of the LTIP.</p> <p>The Board may delegate any of its powers or discretions conferred on it by these Rules to a committee of the Board or to any one or more persons selected by it, including but not limited to the Company Secretary.</p> <p>Each Participant authorises the Company Secretary of the Company as their agent and attorney to do all things necessary in their name and to give effect to the LTIP.</p>
<b>Amendments to the LTIP</b>	<p>The Board may at any time amend the LTIP so long as the amendment does not materially reduce the rights of any Participant in respect of the Securities granted to them prior to the date of the amendment, other than:</p> <p>(a) an amendment introduced primarily for the purposes of:</p> <ul style="list-style-type: none"> <li>(i) complying with present or future applicable legislation;</li> <li>(ii) correcting any manifest error or mistake;</li> <li>(iii) allowing the implementation of a trust arrangement in relation to the holding of Shares; and/or</li> <li>(iv) taking into consideration adverse tax implications; or</li> </ul> <p>(b) an amendment which has been agreed to in writing by the relevant Participant(s).</p> <p>The Board may from time to time amend the terms of the LTIP as they apply to Participants in particular jurisdictions or circumstances by means of an addendum to the LTIP.</p>
<b>Termination or suspension of the LTIP</b>	<p>The Board may terminate or suspend the operation of the LTIP at any time.</p>

## Need assistance?

 **Phone:**  
1300 850 505 (within Australia)  
+61 3 9415 4000 (outside Australia)

 **Online:**  
[www.investorcentre.com/contact](http://www.investorcentre.com/contact)

BET  
MR SAM SAMPLE  
FLAT 123  
123 SAMPLE STREET  
THE SAMPLE HILL  
SAMPLE ESTATE  
SAMPLEVILLE VIC 3030



## YOUR VOTE IS IMPORTANT

For your vote to be effective it must be received by **10:00am (AEDT) on Sunday, 8 November 2020.**

# Voting Form

## How to Vote on Items of Business

All your securities will be voted in accordance with your directions.

### VOTE DIRECTLY

**Voting 100% of your holding:** Mark either the For, Against or Abstain box opposite each item of business. Your vote will be invalid on an item if you do not mark any box OR you mark more than one box for that item.

**Voting a portion of your holding:** Indicate a portion of your voting rights by inserting the number of securities you wish to vote in the For, Against or Abstain box or boxes. The sum of the votes cast must not exceed your voting entitlement.

### APPOINTMENT OF PROXY

**Voting 100% of your holding:** Direct your proxy how to vote by marking one of the boxes opposite each item of business. If you do not mark a box your proxy may vote or abstain as they choose (to the extent permitted by law). If you mark more than one box on an item your vote will be invalid on that item.

**Voting a portion of your holding:** Indicate a portion of your voting rights by inserting the percentage or number of securities you wish to vote in the For, Against or Abstain box or boxes. The sum of the votes cast must not exceed your voting entitlement or 100%.

**Appointing a second proxy:** You are entitled to appoint up to two proxies to attend the meeting and vote on a poll. If you appoint two proxies you must specify the percentage of votes or number of securities for each proxy, otherwise each proxy may exercise half of the votes. When appointing a second proxy write both names and the percentage of votes or number of securities for each in Step 1 overleaf.

**A proxy need not be a securityholder of the Company.**

### SIGNING INSTRUCTIONS FOR POSTAL FORMS

**Individual:** Where the holding is in one name, the securityholder must sign.

**Joint Holding:** Where the holding is in more than one name, all of the securityholders should sign.

**Power of Attorney:** If you have not already lodged the Power of Attorney with the registry, please attach a certified photocopy of the Power of Attorney to this form when you return it.

**Companies:** Where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please sign in the appropriate place to indicate the office held. Delete titles as applicable.

### PARTICIPATING IN THE MEETING

#### Corporate Representative

If a representative of a corporate securityholder or proxy is to participate in the meeting you will need to provide the appropriate "Appointment of Corporate Representative". A form may be obtained from Computershare or online at [www.investorcentre.com](http://www.investorcentre.com) under the help tab, "Printable Forms".

## Lodge your Form:

**XX**

### Online:

Lodge your vote online at [www.investorvote.com.au](http://www.investorvote.com.au) using your secure access information or use your mobile device to scan the personalised QR code.

Your secure access information is



**Control Number: 999999**

**SRN/HIN: I999999999**

**PIN: 99999**

For Intermediary Online subscribers (custodians) go to [www.intermediaryonline.com](http://www.intermediaryonline.com)

### By Mail:

Computershare Investor Services Pty Limited  
GPO Box 242  
Melbourne VIC 3001  
Australia

### By Fax:

1800 783 447 within Australia or  
+61 3 9473 2555 outside Australia



**PLEASE NOTE:** For security reasons it is important that you keep your SRN/HIN confidential.

MR SAM SAMPLE  
FLAT 123  
123 SAMPLE STREET  
THE SAMPLE HILL  
SAMPLE ESTATE  
SAMPLEVILLE VIC 3030

**Change of address.** If incorrect, mark this box and make the correction in the space to the left. Securityholders sponsored by a broker (reference number commences with 'X') should advise your broker of any changes.



I 9999999999

I ND

## Voting Form

Please mark  to indicate your directions

### Step 1 Indicate How Your Vote Will Be Cast *Select one option only*

XX

At the Annual General Meeting of Betmakers Technology Group Ltd to be held as a virtual meeting on Tuesday, 10 November 2020 at 10:00am (AEDT) and at any adjournment or postponement of that meeting, I/We being member/s of Betmakers Technology Group Ltd direct the following:

A Vote Directly  Record my/our votes strictly in accordance with directions in Step 2. **PLEASE NOTE:** A Direct Vote will take priority over the appointment of a Proxy. For a valid Direct Vote to be recorded you must mark FOR, AGAINST, or ABSTAIN on each item.

OR

B Appoint a proxy to vote on your behalf  I/We hereby appoint: **The Chairman of the Meeting** OR  **PLEASE NOTE:** Leave this box blank if you have selected the Chairman of the Meeting. Do not insert your own name(s).  
or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Meeting, as my/our proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit).

**Chairman authorised to exercise undirected proxies on remuneration related resolutions:** Where I/we have appointed the Chairman of the Meeting as my/our proxy (or the Chairman becomes my/our proxy by default), I/we expressly authorise the Chairman to exercise my/our proxy on Item 1 (except where I/we have indicated a different voting intention in step 2) even though Item 1 is connected directly or indirectly with the remuneration of a member of key management personnel, which includes the Chairman.

**Important Note:** If the Chairman of the Meeting is (or becomes) your proxy you can direct the Chairman to vote for or against or abstain from voting on Item 1 by marking the appropriate box in step 2.

### Step 2 Items of Business

**PLEASE NOTE:** If you have appointed a proxy and you mark the **Abstain** box for an item, you are directing your proxy not to vote on your behalf on a show of hands or a poll and your votes will not be counted in computing the required majority. If you are directly voting and you mark the **Abstain** box for an item, it will be treated as though no vote has been cast on that item and no vote will be counted in computing the required majority.

	For	Against	Abstain
1 Adoption of Remuneration Report	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Re-election of Director - Mr Nicholas Chan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Election of Director – Mr Matthew Davey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 Ratification of prior issue of Placement Shares issued under ASX Listing Rule 7.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 Ratification of prior issue of Placement Shares issued under ASX Listing Rule 7.1A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 Approval of Modifications to LTIP, Including adoption of U.S. Sub-Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7 Approval of 10% Placement Capacity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business. In exceptional circumstances, the Chairman of the Meeting may change his/her voting intention on any resolution, in which case an ASX announcement will be made.

### Step 3 Signature of Securityholder(s) *This section must be completed.*

Individual or Securityholder 1

Sole Director & Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director/Company Secretary

/ /

Date

**Update your communication details** (Optional)

Mobile Number

Email Address

By providing your email address, you consent to receive future Notice of Meeting & Proxy communications electronically

BET

999999A



Computershare



# Online meeting guide

## Getting started

If you choose to participate online you will be able to view a live webcast of the meeting, ask the Directors questions online and submit your votes in real time. To participate online visit <https://web.lumiagm.com> on your smartphone, tablet or computer. You will need the latest versions of Chrome, Safari, Internet Explorer 11, Edge or Firefox. Please ensure your browser is compatible.

### To log in, you must have the following information:

#### Meeting ID

Meeting ID as provided in the Notice of Meeting.

#### Australian residents

- > **Username** (SRN or HIN) and
- > **Password** (postcode of your registered address).

#### Overseas Residents

- > **Username** (SRN or HIN) and
- > **Password** (three-character country code) e.g. New Zealand - NZL; United Kingdom - GBR; United States of America - USA; Canada - CAN.

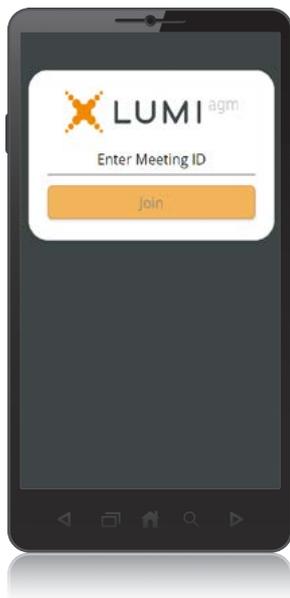
A full list of country codes is provided at the end of this guide.

#### Appointed Proxies

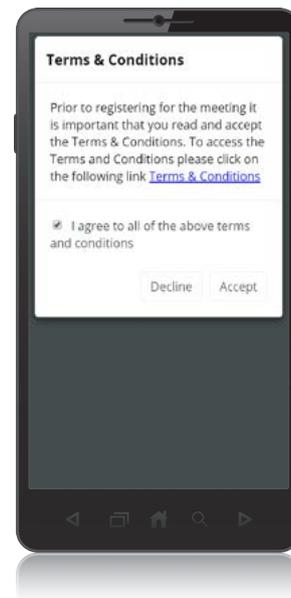
To receive your unique username and password, please contact Computershare Investor Services on +61 3 9415 4024 during the online registration period which will open 1 hour before the start of the meeting.

## Participating at the meeting

- 1 To participate in the meeting you will be required to enter the unique 9-digit Meeting ID as provided in the Notice of Meeting.



- 2 To proceed into the meeting, you will need to read and accept the Terms & Conditions



## Icon descriptions



Voting icon, used to vote. Only visible when the Chair opens the poll.



Home page icon, displays meeting information.



Questions icon, used to ask questions.



The broadcast bar allows you to view and listen to the proceedings.

**3 To register as a securityholder,** select 'Securityholder or Proxy' and enter your SRN or HIN and Postcode or Country Code.



**4 To register as a proxyholder,** select 'Securityholder or Proxy' and you will need your username and password as provided by Computershare. In the 'SRN or HIN' field enter your username and in the 'Postcode or Country Code' field enter your password.



**5 To register as a guest,** select 'Guest' and enter your name and email address.



**6 Once logged in,** you will see the home page, which displays the meeting title and name of the registered securityholder or nominated proxy.



## Icon descriptions



Voting icon, used to vote. Only visible when the Chair opens the poll.



Home page icon, displays meeting information.

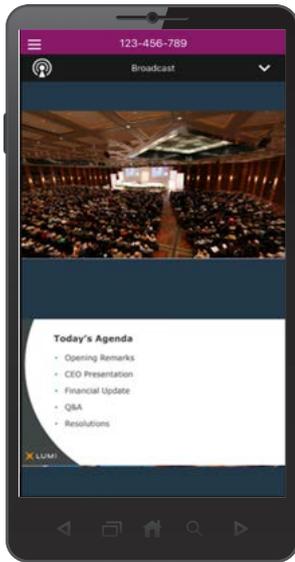


Questions icon, used to ask questions.

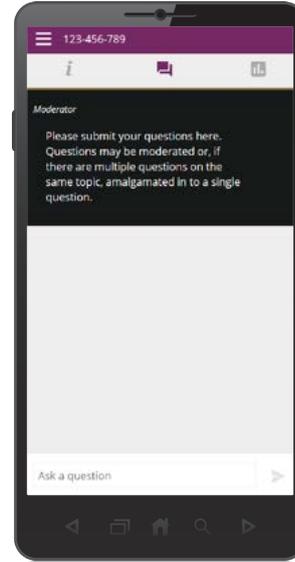


The broadcast bar allows you to view and listen to the proceedings.

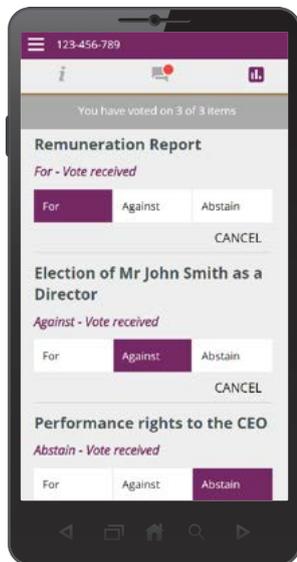
- 7 To view the webcast you must tap the broadcast arrow on your screen and press the play button. Toggle between the up and down arrow to switch between screens.



- 8 To ask a question tap on the question icon , type your question in the chat box at the bottom of the screen and select the send icon. Confirmation that your message has been received will appear.



- 9 When the Chair declares the poll open:
- > A voting icon  will appear on screen and the meeting resolutions will be displayed
  - > To vote, tap one of the voting options. Your response will be highlighted
  - > To change your vote, simply press a different option to override
- The number of items you have voted on or are yet to vote on, is displayed at the top of the screen. Votes may be changed up to the time the Chair closes the poll.



## Icon descriptions

 Voting icon, used to vote. Only visible when the Chair opens the poll.

 Home page icon, displays meeting information.

 Questions icon, used to ask questions.

 The broadcast bar allows you to view and listen to the proceedings.

### For Assistance

If you require assistance before or during the meeting please call +61 3 9415 4024

## COUNTRY CODES Select your country code from the list below and enter it into the 'Postcode or Country Code' field.

<b>ABW</b> ARUBA	<b>DEU</b> GERMANY	<b>KHM</b> CAMBODIA	<b>PRK</b> KOREA DEM PEOPLES REPUBLIC OF	<b>TJK</b> TAJIKISTAN
<b>AFG</b> AFGHANISTAN	<b>DJI</b> DJIBOUTI	<b>KIR</b> KIRIBATI	<b>PRT</b> PORTUGAL	<b>TKL</b> TOKELAU
<b>AGO</b> ANGOLA	<b>DMA</b> DOMINICA	<b>KNA</b> ST KITTS AND NEVIS	<b>PRY</b> PARAGUAY	<b>TKM</b> TURKMENISTAN
<b>AIA</b> ANGUILLA	<b>DNK</b> DENMARK	<b>KOR</b> KOREA REPUBLIC OF	<b>PSE</b> PALESTINIAN TERRITORY OCCUPIED	<b>TLS</b> EAST TIMOR
<b>ALA</b> ALAND ISLANDS	<b>DOM</b> DOMINICAN REPUBLIC	<b>KWT</b> KUWAIT	<b>PYF</b> FRENCH POLYNESIA	<b>TMP</b> EAST TIMOR
<b>ALB</b> ALBANIA	<b>DZA</b> ALGERIA	<b>LAO</b> LAO PDR	<b>QAT</b> QATARPL NEPAL	<b>TON</b> TONGA
<b>AND</b> ANDORRA	<b>ECU</b> ECUADOR	<b>LBN</b> LEBANON	<b>NRU</b> NAURU	<b>TTO</b> TRINIDAD & TOBAGO
<b>ANT</b> NETHERLANDS ANTILLES	<b>EGY</b> EGYPT	<b>LBR</b> LIBERIA	<b>NZL</b> NEW ZEALAND	<b>TKM</b> TURKMENISTAN
<b>ARE</b> UNITED ARAB EMIRATES	<b>ERI</b> ERITREA	<b>LBY</b> LIBYAN ARAB JAMAHIRIYA	<b>OMN</b> OMAN	<b>TLS</b> EAST TIMOR DEMOCRATIC REP OF
<b>ARG</b> ARGENTINA	<b>ESH</b> WESTERN SAHARA	<b>LCA</b> ST LUCIA	<b>PAK</b> PAKISTAN	<b>TMP</b> EAST TIMOR
<b>ARM</b> ARMENIA	<b>ESP</b> SPAIN	<b>LIE</b> LIECHTENSTEIN	<b>PAN</b> PANAMA	<b>TON</b> TONGA
<b>ASM</b> AMERICAN SAMOA	<b>EST</b> ESTONIA	<b>LKA</b> SRI LANKA	<b>PCN</b> PITCAIRN ISLANDS	<b>TTO</b> TRINIDAD & TOBAGO
<b>ATA</b> ANTARCTICA	<b>ETH</b> ETHIOPIA	<b>LSO</b> LESOTHO	<b>PER</b> PERU	<b>TZA</b> TANZANIA UNITED REPUBLIC OF
<b>ATF</b> FRENCH SOUTHERN TERRITORIES	<b>FIN</b> FINLAND	<b>LTU</b> LITHUANIA	<b>PHL</b> PHILIPPINES	<b>UGA</b> UGANDA
<b>ATG</b> ANTIGUA AND BARBUDA	<b>FJI</b> FIJI	<b>LUX</b> LUXEMBOURG	<b>PLW</b> PALAU	<b>UKR</b> UKRAINE
<b>AUS</b> AUSTRALIA	<b>FLK</b> FALKLAND ISLANDS (MALVINAS)	<b>LVA</b> LATVIA	<b>PNG</b> PAPUA NEW GUINEA	<b>UMI</b> UNITED STATES MINOR OUTLYING
<b>AUT</b> AUSTRIA	<b>FRA</b> FRANCE	<b>MAC</b> MACAO	<b>POL</b> POLAND	<b>URY</b> URUGUAY
<b>AZE</b> AZERBAIJAN	<b>FRO</b> FAROE ISLANDS	<b>MAF</b> ST MARTIN	<b>PRI</b> PUERTO RICO	<b>USA</b> UNITED STATES OF AMERICA
<b>BDI</b> BURUNDI	<b>FSM</b> MICRONESIA	<b>MAR</b> MOROCCO	<b>PRK</b> KOREA DEM PEOPLES REPUBLIC OF	<b>UZB</b> UZBEKISTAN
<b>BEL</b> BELGIUM	<b>GAB</b> GABON	<b>MCO</b> MONACO	<b>PRT</b> PORTUGAL	<b>VAT</b> HOLY SEE (VATICAN CITY STATE)
<b>BEN</b> BENIN	<b>GBR</b> UNITED KINGDOM	<b>MDA</b> MOLDOVA REPUBLIC OF	<b>PRY</b> PARAGUAY	<b>VCT</b> ST VINCENT & THE GRENADINES
<b>BFA</b> BURKINA FASO	<b>GEO</b> GEORGIA	<b>MDG</b> MADAGASCAR	<b>PSE</b> PALESTINIAN TERRITORY OCCUPIED	<b>VEN</b> VENEZUELA
<b>BGD</b> BANGLADESH	<b>GGY</b> GUERNSEY	<b>MDV</b> MALDIVES	<b>PYF</b> FRENCH POLYNESIA	<b>VGB</b> BRITISH VIRGIN ISLANDS
<b>BGR</b> BULGARIA	<b>GHA</b> GHANA	<b>MEX</b> MEXICO	<b>QAT</b> QATAR	<b>VIR</b> US VIRGIN ISLANDS
<b>BHR</b> BAHRAIN	<b>GIB</b> GIBRALTAR	<b>MHL</b> MARSHALL ISLANDS	<b>REU</b> REUNION	<b>VNM</b> VIETNAM
<b>BHS</b> BAHAMAS	<b>GIN</b> GUINEA	<b>MKD</b> MACEDONIA FORMER YUGOSLAV REP	<b>ROU</b> ROMANIA	<b>VUT</b> VANUATU
<b>BIH</b> BOSNIA & HERZEGOVINA	<b>GLP</b> GUADELOUPE	<b>MLI</b> MALI	<b>RUS</b> RUSSIAN FEDERATION	<b>WLF</b> WALLIS AND FUTUNA
<b>BLM</b> ST BARTHELEMY	<b>GMB</b> GAMBIA	<b>MLT</b> MALTA	<b>RWA</b> RWANDA	<b>WSM</b> SAMOA
<b>BLR</b> BELARUS	<b>GNB</b> GUINEA-BISSAU	<b>MMR</b> MYANMAR	<b>SAU</b> SAUDI ARABIA KINGDOM OF	<b>YEM</b> YEMEN
<b>BLZ</b> BELIZE	<b>GNQ</b> EQUATORIAL GUINEA	<b>MNE</b> MONTENEGRO	<b>SCG</b> SERBIA AND MONTENEGRO	<b>YMD</b> YEMEN DEMOCRATIC
<b>BMU</b> BERMUDA	<b>GRC</b> GREECE	<b>MNG</b> MONGOLIA	<b>SDN</b> SUDAN	<b>YUG</b> YUGOSLAVIA SOCIALIST FED REP
<b>BOL</b> BOLIVIA	<b>GRD</b> GRENADA	<b>MNP</b> NORTHERN MARIANA ISLANDS	<b>SEN</b> SENEGAL	<b>ZAF</b> SOUTH AFRICA
<b>BRA</b> BRAZIL	<b>GRL</b> GREENLAND	<b>MOZ</b> MOZAMBIQUE	<b>SGP</b> SINGAPORE	<b>ZAR</b> ZAIRE
<b>BRB</b> BARBADOS	<b>GTM</b> GUATEMALA	<b>MRT</b> MAURITANIA	<b>SGS</b> STH GEORGIA & STH SANDWICH ISL	<b>ZMB</b> ZAMBIA
<b>BRN</b> BRUNEI DARUSSALAM	<b>GUF</b> FRENCH GUIANA	<b>MSR</b> MONTSERRAT	<b>SHN</b> ST HELENA	<b>ZWE</b> ZIMBABWE
<b>BTN</b> BHUTAN	<b>GUM</b> GUAM	<b>MTQ</b> MARTINIQUE	<b>SJM</b> SVALBARD & JAN MAYEN	
<b>BUR</b> BURMA	<b>GUY</b> GUYANA	<b>MUS</b> MAURITIUS	<b>SLB</b> SOLOMON ISLANDS	
<b>BVT</b> BOUVET ISLAND	<b>HKG</b> HONG KONG	<b>MWI</b> MALAWI	<b>SLE</b> SIERRA LEONE	
<b>BWA</b> BOTSWANA	<b>HMD</b> HEARD AND MCDONALD ISLANDS	<b>MYS</b> MALAYSIA	<b>SLV</b> EL SALVADOR	
<b>BLR</b> BELARUS	<b>HND</b> HONDURAS	<b>MYT</b> MAYOTTE	<b>SMR</b> SAN MARINO	
<b>CAF</b> CENTRAL AFRICAN REPUBLIC	<b>HRV</b> CROATIA	<b>NAM</b> NAMIBIA	<b>SOM</b> SOMALIA	
<b>CAN</b> CANADA	<b>HTI</b> HAITI	<b>NCL</b> NEW CALEDONIA	<b>SPM</b> ST PIERRE AND MIQUELON	
<b>CCK</b> COCOS (KEELING) ISLANDS	<b>HUN</b> HUNGARY	<b>NER</b> NIGER	<b>SRB</b> SERBIA	
<b>CHE</b> SWITZERLAND	<b>IDN</b> INDONESIA	<b>NFK</b> NORFOLK ISLAND	<b>STP</b> SAO TOME AND PRINCIPE	
<b>CHL</b> CHILE	<b>IMN</b> ISLE OF MAN	<b>NGA</b> NIGERIA	<b>SUR</b> SURINAME	
<b>CHN</b> CHINA	<b>IND</b> INDIA	<b>NIC</b> NICARAGUA	<b>SVK</b> SLOVAKIA	
<b>CIV</b> COTE D'IVOIRE	<b>IOT</b> BRITISH INDIAN OCEAN TERRITORY	<b>NIU</b> NIUE	<b>SVN</b> SLOVENIA	
<b>CMR</b> CAMEROON	<b>IRL</b> IRELAND	<b>NLD</b> NETHERLANDS	<b>SWE</b> SWEDEN	
<b>COD</b> CONGO DEMOCRATIC REPUBLIC OF	<b>IRN</b> IRAN ISLAMIC REPUBLIC OF	<b>NOR</b> NORWAY	<b>SWZ</b> SWAZILAND	
<b>COG</b> CONGO PEOPLES REPUBLIC OF	<b>IRQ</b> IRAQ	<b>PL</b> NEPAL	<b>SYC</b> SEYCHELLES	
<b>COK</b> COOK ISLANDS COL COLOMBIA	<b>ISL</b> ICELAND	<b>NRU</b> NAURU	<b>SYR</b> SYRIAN ARAB REPUBLIC	
<b>COM</b> COMOROS	<b>ISM</b> BRITISH ISLES	<b>NZL</b> NEW ZEALAND	<b>TCA</b> TURKS AND CAICOS ISLANDS	
<b>CPV</b> CAPE VERDE	<b>ISR</b> ISRAEL	<b>OMN</b> OMAN	<b>TCO</b> CHAD	
<b>CRI</b> COSTA RICA	<b>ITA</b> ITALY	<b>PAK</b> PAKISTAN	<b>TGO</b> TOGO	
<b>CUB</b> CUBA	<b>JAM</b> JAMAICA	<b>PAN</b> PANAMA	<b>THA</b> THAILAND	
<b>CXR</b> CHRISTMAS ISLAND	<b>JEY</b> JERSEY	<b>PCN</b> PITCAIRN ISLANDS		
<b>CYM</b> CAYMAN ISLANDS	<b>JOR</b> JORDAN	<b>PER</b> PERU		
<b>CYP</b> CYPRUS	<b>JPN</b> JAPAN	<b>PHL</b> PHILIPPINES		
<b>CZE</b> CZECH REPUBLIC	<b>KAZ</b> KAZAKHSTAN	<b>PLW</b> PALAU		
	<b>KEN</b> KENYA	<b>PNG</b> PAPUA NEW GUINEA		
	<b>KGZ</b> KYRGYZSTAN	<b>POL</b> POLAND		
		<b>PRI</b> PUERTO RICO		