

Form 603Corporations Act 2001
Section 671B**Notice of initial substantial holder**To Company Name/Scheme MoneyMe LimitedACN/ARSN 636 747 414**1. Details of substantial holder (1)**Name MoneyMe LimitedACN/ARSN (if applicable) ACN 636 747 414The holder became a substantial holder on 10 /12/ 2019**2. Details of voting power**

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary Shares	131,039,999	131,039,999	77.33%

3. Details of relevant interests

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

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
MoneyMe Limited	Relevant interest held under s.608(1)(c) Corps Act arising from voluntary escrow arrangements as disclosed in the prospectus dated 15 November 2019	131,039,999 Ordinary Shares

4. Details of present registered holders

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
See schedule attached			

5. Consideration

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

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Not applicable				

6. Associates

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

Name and ACN/AFSN (if applicable)	Nature of association
Not applicable	

7. Addresses

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

Name	Address
MoneyMe Limited	Level 3 / 131 Macquarie Street, Sydney NSW 2000

Signature

print name Clayton Howes capacity Director

sign here



date 13 / 12 / 2019

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Annexure “A” to Form 603

Holder of Relevant Interest	Registered Holder of Shares	Person entitled to be registered as holder	Number of Shares
MoneyMe Limited	HOWES ADVISORY PTY LTD <HOWES FAMILY A/C>	As per registered holder	50,294,716
MoneyMe Limited	EMERY PTY LTD <SCOTT EMERY FAMILY A/C>	As per registered holder	47,590,802
MoneyMe Limited	BANNIGAN NOMINEES PTY LTD <BANNIGAN FAMILY A/C>	As per registered holder	26,189,405
MoneyMe Limited	R K GRAHAM INVESTMENTS PTY LTD <GRAHAM FAMILY A/C>	As per registered holder	1,617,933
MoneyMe Limited	WALKLEY HOLDINGS PTY LTD <AUSTRALASIAN SHOPFITTING PTY LTD SUPERANNUATION FUND>	As per registered holder	1,323,715
MoneyMe Limited	SPENCELEY MANAGEMENT PTY LTD <SPENCELEY FAMILY A/C>	As per registered holder	1,210,229
MoneyMe Limited	THIRD RETURN PTY LTD <THIRD RETURN SUPER FUND PTY LTD>	As per registered holder	662,126
MoneyMe Limited	RUSTICA PTY LTD <COAD FAMILY A/C>	As per registered holder	662,126
MoneyMe Limited	ROBERTO BOSCHIROLI	As per registered holder	294,219
MoneyMe Limited	A & L BASSIN PTY LIMITED <A & L FAMILY A/C>	As per registered holder	226,840
MoneyMe Limited	JAMES DIAGO <DIAGO FAMILY A/C>	As per registered holder	220,529
MoneyMe Limited	VICTORIA LEE	As per registered holder	178,840
MoneyMe Limited	YANQIAN CHEN	As per registered holder	162,840
MoneyMe Limited	FREDERICK RELENAS	As per registered holder	146,840
MoneyMe Limited	BRYCE GRIFFITH	As per registered holder	146,840
MoneyMe Limited	DUMAGUETE PTY LIMITED	As per registered holder	80,000

Voluntary escrow deed

MoneyMe Limited

The party specified in Item 2 of Schedule 2

Contents

Page

1	Defined terms and interpretation	1
1.1	Definitions in the Dictionary	1
1.2	Interpretation	1
2	Condition precedent	1
3	Escrow restrictions	2
3.1	Purpose	2
3.2	Voluntary Escrow Shares	2
4	Holding Lock	2
4.1	Agreement to Holding Lock	2
4.2	Application of Holding Lock	2
4.3	Removal of Holding Lock	2
5	Exceptions	2
5.2	Notice	3
6	Warranties	3
6.1	Giving of warranties	3
6.2	Warranties of Holder	4
6.3	Breach of warranties	5
6.4	Survival of warranties and representations	5
7	Permitted dealings with the Voluntary Escrow Shares	5
8	Breach	5
8.1	Prevention of anticipated breach	5
8.2	Consequences of breach	5
9	Amendment	6
10	Termination	6
11	Capacity	6
12	Release of results	7
13	ListCo to complete Schedule 2	7
14	General	7

14.1	Choice of law (Governing law)	7
14.2	Choice of jurisdiction	7
14.3	Further assurances	7
14.4	Counterparts	7
14.5	Time of essence	7
14.6	Waiver	7
14.7	Severability	8
14.8	Variation	8
15	Notices	8
15.1	General	8
Schedule 1	Dictionary	9
Schedule 2	Details	13
Execution page		14

Parties

- 1 The party named in item 1 of Schedule 2 (ListCo)
- 2 The party named in item 2 of Schedule 2 (Holder)

Background

- A ListCo intends to be admitted to the official list of ASX and proposes to issue Shares pursuant to the Initial Public Offer.
- B In order to give effect to the implementation of the Initial Public Offer, ListCo and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Offer.
- C The Holder holds or will hold the Voluntary Escrow Shares on or around Completion.
- D The Holder agrees to escrow the Voluntary Escrow Shares for the Escrow Period pursuant to the terms of this deed on the basis that ListCo will take the steps necessary to be admitted to the official list of ASX.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

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

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

2 Condition precedent

- (a) The respective rights and obligations of the parties under this deed are conditional upon Completion occurring and the Holder holding Voluntary Escrow Shares immediately following Completion.
- (b) If the condition precedent in paragraph (a) above, or if Completion does not occur, in either case by 31 December 2019, this deed will terminate with immediate effect.

3 Escrow restrictions

3.1 Purpose

The Holders agree to have their Voluntary Escrow Shares subject to the escrow arrangements set out in this deed, including so that investors in ListCo have confidence in investing in ListCo, which is reasonably necessary to implement the Offer.

3.2 Voluntary Escrow Shares

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Shares.

4 Holding Lock

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Shares, which will be registered and held for the Holder on CHESSE or any other register to prevent a Dealing of the Voluntary Escrow Shares.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Shares upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Shares if permitted under clause 4.3.

4.3 Removal of Holding Lock

- (a) Upon request by the Holder, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Shares to the extent necessary to facilitate a Dealing that is permitted under clause 5.
- (b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Shares on the Business Day after the end of the relevant Escrow Period.
- (c) The Company must notify ASX that the Voluntary Escrow Shares will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5 Exceptions

- (a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares if the Dealing arises solely as a result of:
 - (i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Shares, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or
 - (ii) the transfer or cancellation of the Voluntary Escrow Shares in ListCo as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals,

provided, in each case, that if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Shares not so transferred or cancelled.

- (b) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).
- (c) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may encumber any (or all) of its Voluntary Escrow Shares to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:
 - (i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder has in any of its Voluntary Escrow Shares; and
 - (ii) no Voluntary Escrow Shares are to be transferred or delivered to the Financial Institution or any other person in connection with the encumbrance. Any agreement with a Financial Institution must provide that the Voluntary Escrow Shares are to remain in escrow and subject to the terms of this deed as if the Financial Institution were a party to this deed.
- (d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares upon the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Shares.

5.2 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Voluntary Escrow Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Shares during the Escrow Period,

it must notify ListCo as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6 Warranties

6.1 Giving of warranties

Each of the warranties and representations in this clause 6 is given in favour of ListCo:

- (a) as at the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

The warranties and representations in this clause 6 are given in respect of any and all Voluntary Escrow Shares which the Holder holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 5 of this deed.

6.2 Warranties of Holder

The Holder warrants and represents the following:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.
- (e) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 3 of this deed if done or omitted during the Escrow Period;
- (f) no person has, or will have immediately following Completion, any economic or beneficial interest in the Voluntary Escrow Shares other than the Holder;
- (g) no person (other than the Holder) has the power to direct or cause the direction of the management of the Holder, whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or otherwise;
- (h) immediately following Completion, the Holder will hold the Voluntary Escrow Shares as set out in Schedule 2;
- (i) the Holder has not granted any encumbrances or any interests or rights to third parties in respect of the Voluntary Escrow Shares, and will not do so during the Escrow Period (other than permitted by this deed), such that the Voluntary Escrow Shares are free from all encumbrances and other third party interests or rights;
- (j) the Voluntary Escrow Shares will, immediately following Completion, be all of the securities, economic interests or other interests that the Holder directly or indirectly has in ListCo; and

- (k) if the Holder is a Trustee:
 - (i) the Trustee is the sole trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove or replace it as trustee of the Trust;
 - (ii) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
 - (iii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 6 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 6 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Shares, including (without limitation) by:

- (a) exercising any voting rights attaching to Voluntary Escrow Shares;
- (b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Shares; and
- (c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Shares.

8 Breach

8.1 Prevention of anticipated breach

If it appears to ListCo that the Holder may breach this deed, ListCo may take any steps necessary to prevent the breach and/or to enforce the deed.

8.2 Consequences of breach

- (a) If the Holder breaches this deed, each of the following applies:
 - (i) ListCo may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

- (ii) ListCo may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of ListCo.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 3.1 and the Holder agrees that ListCo is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligations under clause 3 without proof of actual damage and without prejudice to any of its other rights or remedies.
- (c) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to ListCo and other third parties.

9 Amendment

Subject to clause 13, this deed can only be amended or replaced by another deed executed by the parties.

10 Termination

This deed terminates automatically if:

- (a) ListCo withdraws the Initial Public Offer; or
- (b) ListCo is not admitted to the official list of ASX by 31 December 2019; or
- (c) otherwise when the Holding Lock is released in full in respect of all Voluntary Escrow Shares.

11 Capacity

If the Holder has entered into this deed as a trustee:

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 11 but subject to clause 11(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;
- (b) subject to clause 11(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and
- (c) the provisions of this clause 11 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

12 Release of results

ListCo agrees to release its full year results for the period ending 30 June 2020 in accordance with the timeframes required by the Corporations Act and ASX Listing Rules.

13 ListCo to complete Schedule 2

Each party authorises ListCo (or any person delegated such authority in writing by ListCo) to insert in Schedule 2 (**Details**), after execution of this deed by each party:

- (a) the particulars of Voluntary Escrow Shares in item 4 of Schedule 2; and
 - (b) any other details necessary to complete Schedule 2.
-

14 General

14.1 Choice of law (Governing law)

This deed is governed by the laws of New South Wales, Australia.

14.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, including, for the avoidance of doubt, the Federal Court of Australia sitting in New South Wales, Australia.

14.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

14.4 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts.

14.5 Time of essence

Time is of the essence to this deed.

14.6 Waiver

- (a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.
- (c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

14.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

14.8 Variation

No variation of this deed is effective unless made in writing and signed by each party.

15 Notices

15.1 General

- (a) Unless expressly stated otherwise in this deed a notice, consent or other communication given under this deed including, but not limited to, a request, certificate, demand, consent, waiver or approval, to or by a party to this deed (**Notice**):
 - (i) must be in legible writing and in English;
 - (ii) must be addressed to the party to whom it is to be given (**Addressee**) at the address set out below or to any other address a party notifies to the other under this clause:
 - (A) if to ListCo:

Address: Level 3, 131 Macquarie Street, Sydney NSW 2000
Attention: Clayton Howes
Position: Chief Executive Officer
Email: clayton@moneyme.com.au
 - (B) if to the Holder:

Address: 178 Hopetoun Avenue, Watsons Bay NSW 2030
Attention: Aaron Bassin
Email: aaron@moneyme.com.au
 - (iii) must be signed by or on behalf of the sender (if an individual) or an Officer of the sender;
 - (iv) must be either:
 - (A) delivered by hand or sent by pre-paid mail (by airmail if sent to or from a place outside of Australia) to the Addressee; or
 - (B) sent by email to the Addressee's email address; and
 - (v) is deemed to be received by the Addressee in accordance with clause 15.1(c).
- (b) If:
 - (i) a party changes its address and fails to notify the other party of this change and the new address, delivery of Notices marked to the attention of the

Addressee at that new address is deemed compliant with the notice obligations under this clause;

- (ii) an individual named in clause 15.1 ceases to work in the role specified or ceases to work for the Addressee and the Addressee fails to notify the other party of an alternative individual, delivery of notices marked to the attention of an individual in the same or equivalent role at that party is deemed compliant with the notice obligations under this clause;
- (c) Without limiting any other means by which the sender may be able to prove that a Notice has been received by the Addressee, a Notice is deemed to be received:
 - (i) if sent by hand, when delivered to the Addressee;
 - (ii) if sent by post, on the 6th Business Day after the date of posting, or if to or from a place outside Australia, on the 10th Business Day after the date of posting; or
 - (iii) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Addressee's time), it is deemed to be received at 9.00am on the following Business Day.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

Affiliate means any Related Body Corporate.

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

ASX Listing Rules means the listing rules of ASX.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

Completion has the meaning given in the Implementation Deed.

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

Dealing, in respect of any Voluntary Escrow Shares, means to directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Share;
- (b) encumber or grant a security interest over such Voluntary Escrow Share or any legal, beneficial or economic interest in that Voluntary Escrow Share;
- (c) grant or exercise an option in respect of such Voluntary Escrow Share;
- (d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Share; or
- (e) agree to do any of those things,

and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Shares are escrowed as set out in item 3 of Schedule 2.

Financial Institution has the meaning given to that term in section 5(c).

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

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Implementation Deed means the Implementation Deed between ListCo, MoneyMe Financial Group Pty Ltd and others dated on or about the date of this deed.

Initial Public Offer means the proposed initial public offering of Shares by ListCo.

Issue Date means the date Shares are issued pursuant to the prospectus to be issued by ListCo in connection with the Initial Public Offer.

Listing means the time of admission of ListCo to the official list of the ASX and commencement of quotation of ListCo's Shares.

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

Takeover Bid has the meaning given in the Corporations Act.

Trust has the meaning given in clause 6.2(k).

Trustee has the meaning given in clause 6.2(k).

Voluntary Escrow Shares means:

- (a) in relation to a Holder, the Shares specified in item 2 of Schedule 2 (**Details**); and
- (b) any securities attaching to or arising out of those Shares.

2 Interpretation

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

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;
 - (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its agents, successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
 - (vi) this deed includes all schedules and attachments to it;
 - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;
 - (viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;
 - (ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
 - (x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;
- (g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;
- (i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

- (j) in determining the time of day where relevant to this deed, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;
- (k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and
- (l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as ListCo is listed on the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 ListCo

MoneyMe Limited (ACN 636 747 414) of Level 3, 131 Macquarie Street, Sydney NSW 2000.

2 Holder

A & L Bassin Pty Limited (ACN 628 262 706) as trustee for the A & L Family Trust of 178 Hopetoun Avenue, Watsons Bay NSW 2030.

3 Escrow Period

The period commencing on the Issue Date and continuing until the start of the second trading day after the date on which the Company releases its annual financial results for the financial year ending 30 June 2020 to ASX.

4 Particulars of Voluntary Escrow Shares

Voluntary Escrow Shares	226,840
-------------------------	---------

Execution page

Executed as a deed.

ListCo

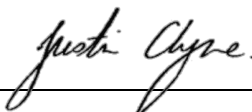
Signed, sealed and delivered by **MoneyMe Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

Clayton Howes

Name of director (print)



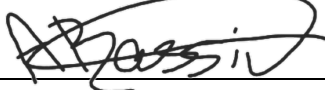
Signature of director/secretary

Justin Clyne

Name of ~~director~~ secretary (print)

Holder

Signed, sealed and delivered by **A & L Bassin Pty Limited** in its capacity as trustee of the **A & L Family Trust** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

Aaron Bassin

Name of director (print)



Signature of director/secretary

Leah Bassin

Name of director/secretary (print)

Voluntary escrow deed

MoneyMe Limited

The party specified in Item 2 of Schedule 2

Contents

Page

1	Defined terms and interpretation	1
1.1	Definitions in the Dictionary	1
1.2	Interpretation	1
2	Condition precedent	1
3	Escrow restrictions	2
3.1	Purpose	2
3.2	Voluntary Escrow Shares	2
4	Holding Lock	2
4.1	Agreement to Holding Lock	2
4.2	Application of Holding Lock	2
4.3	Removal of Holding Lock	2
5	Exceptions	2
5.2	Notice	3
6	Warranties	3
6.1	Giving of warranties	3
6.2	Warranties of Holder	4
6.3	Breach of warranties	5
6.4	Survival of warranties and representations	5
7	Permitted dealings with the Voluntary Escrow Shares	5
8	Breach	5
8.1	Prevention of anticipated breach	5
8.2	Consequences of breach	5
9	Amendment	6
10	Termination	6
11	Capacity	6
12	Release of results	7
13	ListCo to complete Schedule 2	7
14	General	7

14.1	Choice of law (Governing law)	7
14.2	Choice of jurisdiction	7
14.3	Further assurances	7
14.4	Counterparts	7
14.5	Time of essence	7
14.6	Waiver	7
14.7	Severability	8
14.8	Variation	8
15	Notices	8
15.1	General	8
Schedule 1	Dictionary	9
Schedule 2	Details	13
Execution page		14

Parties

- 1 The party named in item 1 of Schedule 2 (ListCo)
- 2 The party named in item 2 of Schedule 2 (Holder)

Background

- A ListCo intends to be admitted to the official list of ASX and proposes to issue Shares pursuant to the Initial Public Offer.
- B In order to give effect to the implementation of the Initial Public Offer, ListCo and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Offer.
- C The Holder holds or will hold the Voluntary Escrow Shares on or around Completion.
- D The Holder agrees to escrow the Voluntary Escrow Shares for the Escrow Period pursuant to the terms of this deed on the basis that ListCo will take the steps necessary to be admitted to the official list of ASX.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

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

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

2 Condition precedent

- (a) The respective rights and obligations of the parties under this deed are conditional upon Completion occurring and the Holder holding Voluntary Escrow Shares immediately following Completion.
- (b) If the condition precedent in paragraph (a) above, or if Completion does not occur, in either case by 31 December 2019, this deed will terminate with immediate effect.

3 Escrow restrictions

3.1 Purpose

The Holders agree to have their Voluntary Escrow Shares subject to the escrow arrangements set out in this deed, including so that investors in ListCo have confidence in investing in ListCo, which is reasonably necessary to implement the Offer.

3.2 Voluntary Escrow Shares

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Shares.

4 Holding Lock

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Shares, which will be registered and held for the Holder on CHESSE or any other register to prevent a Dealing of the Voluntary Escrow Shares.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Shares upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Shares if permitted under clause 4.3.

4.3 Removal of Holding Lock

- (a) Upon request by the Holder, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Shares to the extent necessary to facilitate a Dealing that is permitted under clause 5.
- (b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Shares on the Business Day after the end of the relevant Escrow Period.
- (c) The Company must notify ASX that the Voluntary Escrow Shares will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5 Exceptions

- (a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares if the Dealing arises solely as a result of:
 - (i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Shares, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or
 - (ii) the transfer or cancellation of the Voluntary Escrow Shares in ListCo as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals,

provided, in each case, that if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Shares not so transferred or cancelled.

- (b) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).
- (c) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may encumber any (or all) of its Voluntary Escrow Shares to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:
 - (i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder has in any of its Voluntary Escrow Shares; and
 - (ii) no Voluntary Escrow Shares are to be transferred or delivered to the Financial Institution or any other person in connection with the encumbrance. Any agreement with a Financial Institution must provide that the Voluntary Escrow Shares are to remain in escrow and subject to the terms of this deed as if the Financial Institution were a party to this deed.
- (d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares upon the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Shares.

5.2 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Voluntary Escrow Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Shares during the Escrow Period,

it must notify ListCo as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6 Warranties

6.1 Giving of warranties

Each of the warranties and representations in this clause 6 is given in favour of ListCo:

- (a) as at the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

The warranties and representations in this clause 6 are given in respect of any and all Voluntary Escrow Shares which the Holder holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 5 of this deed.

6.2 Warranties of Holder

The Holder warrants and represents the following:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.
- (e) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 3 of this deed if done or omitted during the Escrow Period;
- (f) no person has, or will have immediately following Completion, any economic or beneficial interest in the Voluntary Escrow Shares other than the Holder;
- (g) no person (other than the Holder) has the power to direct or cause the direction of the management of the Holder, whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or otherwise;
- (h) immediately following Completion, the Holder will hold the Voluntary Escrow Shares as set out in Schedule 2;
- (i) the Holder has not granted any encumbrances or any interests or rights to third parties in respect of the Voluntary Escrow Shares, and will not do so during the Escrow Period (other than permitted by this deed), such that the Voluntary Escrow Shares are free from all encumbrances and other third party interests or rights;
- (j) the Voluntary Escrow Shares will, immediately following Completion, be all of the securities, economic interests or other interests that the Holder directly or indirectly has in ListCo; and

- (k) if the Holder is a Trustee:
 - (i) the Trustee is the sole trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove or replace it as trustee of the Trust;
 - (ii) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
 - (iii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 6 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 6 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Shares, including (without limitation) by:

- (a) exercising any voting rights attaching to Voluntary Escrow Shares;
- (b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Shares; and
- (c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Shares.

8 Breach

8.1 Prevention of anticipated breach

If it appears to ListCo that the Holder may breach this deed, ListCo may take any steps necessary to prevent the breach and/or to enforce the deed.

8.2 Consequences of breach

- (a) If the Holder breaches this deed, each of the following applies:
 - (i) ListCo may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

- (ii) ListCo may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of ListCo.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 3.1 and the Holder agrees that ListCo is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligations under clause 3 without proof of actual damage and without prejudice to any of its other rights or remedies.
- (c) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to ListCo and other third parties.

9 Amendment

Subject to clause 13, this deed can only be amended or replaced by another deed executed by the parties.

10 Termination

This deed terminates automatically if:

- (a) ListCo withdraws the Initial Public Offer; or
- (b) ListCo is not admitted to the official list of ASX by 31 December 2019; or
- (c) otherwise when the Holding Lock is released in full in respect of all Voluntary Escrow Shares.

11 Capacity

If the Holder has entered into this deed as a trustee:

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 11 but subject to clause 11(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;
- (b) subject to clause 11(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and
- (c) the provisions of this clause 11 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

12 Release of results

ListCo agrees to release its full year results for the period ending 30 June 2020 in accordance with the timeframes required by the Corporations Act and ASX Listing Rules.

13 ListCo to complete Schedule 2

Each party authorises ListCo (or any person delegated such authority in writing by ListCo) to insert in Schedule 2 (**Details**), after execution of this deed by each party:

- (a) the particulars of Voluntary Escrow Shares in item 4 of Schedule 2; and
 - (b) any other details necessary to complete Schedule 2.
-

14 General

14.1 Choice of law (Governing law)

This deed is governed by the laws of New South Wales, Australia.

14.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, including, for the avoidance of doubt, the Federal Court of Australia sitting in New South Wales, Australia.

14.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

14.4 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts.

14.5 Time of essence

Time is of the essence to this deed.

14.6 Waiver

- (a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.
- (c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

14.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

14.8 Variation

No variation of this deed is effective unless made in writing and signed by each party.

15 Notices

15.1 General

- (a) Unless expressly stated otherwise in this deed a notice, consent or other communication given under this deed including, but not limited to, a request, certificate, demand, consent, waiver or approval, to or by a party to this deed (**Notice**):
 - (i) must be in legible writing and in English;
 - (ii) must be addressed to the party to whom it is to be given (**Addressee**) at the address set out below or to any other address a party notifies to the other under this clause:
 - (A) if to ListCo:

Address: Level 3, 131 Macquarie Street, Sydney NSW 2000
Attention: Clayton Howes
Position: Chief Executive Officer
Email: clayton@moneyme.com.au
 - (B) if to the Holder:

Address: Level 3, 30 Alfred Street, Milsons Point, NSW 2061
Attention: Steve Bannigan
Email: stevebannigan@me.com
 - (iii) must be signed by or on behalf of the sender (if an individual) or an Officer of the sender;
 - (iv) must be either:
 - (A) delivered by hand or sent by pre-paid mail (by airmail if sent to or from a place outside of Australia) to the Addressee; or
 - (B) sent by email to the Addressee's email address; and
 - (v) is deemed to be received by the Addressee in accordance with clause 15.1(c).
- (b) If:
 - (i) a party changes its address and fails to notify the other party of this change and the new address, delivery of Notices marked to the attention of the

Addressee at that new address is deemed compliant with the notice obligations under this clause;

- (ii) an individual named in clause 15.1 ceases to work in the role specified or ceases to work for the Addressee and the Addressee fails to notify the other party of an alternative individual, delivery of notices marked to the attention of an individual in the same or equivalent role at that party is deemed compliant with the notice obligations under this clause;
- (c) Without limiting any other means by which the sender may be able to prove that a Notice has been received by the Addressee, a Notice is deemed to be received:
 - (i) if sent by hand, when delivered to the Addressee;
 - (ii) if sent by post, on the 6th Business Day after the date of posting, or if to or from a place outside Australia, on the 10th Business Day after the date of posting; or
 - (iii) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Addressee's time), it is deemed to be received at 9.00am on the following Business Day.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

Affiliate means any Related Body Corporate.

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

ASX Listing Rules means the listing rules of ASX.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

Completion has the meaning given in the Implementation Deed.

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

Dealing, in respect of any Voluntary Escrow Shares, means to directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Share;
- (b) encumber or grant a security interest over such Voluntary Escrow Share or any legal, beneficial or economic interest in that Voluntary Escrow Share;
- (c) grant or exercise an option in respect of such Voluntary Escrow Share;
- (d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Share; or
- (e) agree to do any of those things,

and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Shares are escrowed as set out in item 3 of Schedule 2.

Financial Institution has the meaning given to that term in section 5(c).

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

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Implementation Deed means the Implementation Deed between ListCo, MoneyMe Financial Group Pty Ltd and others dated on or about the date of this deed.

Initial Public Offer means the proposed initial public offering of Shares by ListCo.

Issue Date means the date Shares are issued pursuant to the prospectus to be issued by ListCo in connection with the Initial Public Offer.

Listing means the time of admission of ListCo to the official list of the ASX and commencement of quotation of ListCo's Shares.

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

Takeover Bid has the meaning given in the Corporations Act.

Trust has the meaning given in clause 6.2(k).

Trustee has the meaning given in clause 6.2(k).

Voluntary Escrow Shares means:

- (a) in relation to a Holder, the Shares specified in item 2 of Schedule 2 (**Details**); and
- (b) any securities attaching to or arising out of those Shares.

2 Interpretation

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

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;
 - (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its agents, successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
 - (vi) this deed includes all schedules and attachments to it;
 - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;
 - (viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;
 - (ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
 - (x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;
- (g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;
- (i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

- (j) in determining the time of day where relevant to this deed, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;
 - (k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and
 - (l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.
-

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as ListCo is listed on the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 ListCo

MoneyMe Limited (ACN 636 747 414) of Level 3, 131 Macquarie Street, Sydney NSW 2000.

2 Holder

Bannigan Nominees Pty Limited (ACN 163 689 594) as trustee of the Bannigan Family Trust of Level 3, 30 Alfred Street, Milsons Point NSW 2061

3 Escrow Period

The period commencing on the Issue Date and continuing until as follows:

- **(initial release)** in respect of 30% of the Voluntary Escrow Shares, from Completion until the start of the second trading day after the date on which ListCo releases its annual financial results for the financial year ending 30 June 2020 to ASX;
 - **(second release)** in respect of 20% of the Voluntary Escrow Shares, from Completion until the start of the second trading day after the date on which the Company releases its interim financial results for the half year ending 31 December 2020 to ASX;
 - **(final release)** in respect of the remaining 50% of the Voluntary Escrow Shares, from Completion until the start of the second trading day after the date on which the Company releases its annual financial results for the financial year ending 30 June 2021 to ASX.
-

4 Particulars of Voluntary Escrow Shares

Voluntary Escrow Shares	26,189,405
-------------------------	------------

Execution page

Executed as a deed.

ListCo

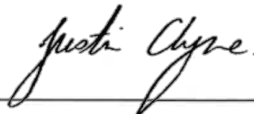
Signed, sealed and delivered by **MoneyMe Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

Clayton Howes

Name of director (print)




Signature of ~~director~~/secretary

Justin Clyne

Name of ~~director~~/secretary (print)

Holder

Signed, sealed and delivered by **Bannigan Nominees Pty Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of **Steve Bannigan** who states that **he** is the sole director and sole secretary of **Bannigan Nominees Pty Limited** in its capacity as trustee of the **Bannigan Family Trust**

Voluntary escrow deed

MoneyMe Limited

The party specified in Item 2 of Schedule 2

Contents

Page

1	Defined terms and interpretation	1
1.1	Definitions in the Dictionary	1
1.2	Interpretation	1
2	Condition precedent	1
3	Escrow restrictions	2
3.1	Purpose	2
3.2	Voluntary Escrow Shares	2
4	Holding Lock	2
4.1	Agreement to Holding Lock	2
4.2	Application of Holding Lock	2
4.3	Removal of Holding Lock	2
5	Exceptions	2
5.2	Notice	3
6	Warranties	3
6.1	Giving of warranties	3
6.2	Warranties of Holder	4
6.3	Breach of warranties	5
6.4	Survival of warranties and representations	5
7	Permitted dealings with the Voluntary Escrow Shares	5
8	Breach	5
8.1	Prevention of anticipated breach	5
8.2	Consequences of breach	5
9	Amendment	6
10	Termination	6
11	Capacity	6
12	Release of results	7
13	ListCo to complete Schedule 2	7
14	General	7

14.1	Choice of law (Governing law)	7
14.2	Choice of jurisdiction	7
14.3	Further assurances	7
14.4	Counterparts	7
14.5	Time of essence	7
14.6	Waiver	7
14.7	Severability	8
14.8	Variation	8
15	Notices	8
15.1	General	8
Schedule 1	Dictionary	9
Schedule 2	Details	13
Execution page		14

Parties

- 1 The party named in item 1 of Schedule 2 (ListCo)
- 2 The party named in item 2 of Schedule 2 (Holder)

Background

- A ListCo intends to be admitted to the official list of ASX and proposes to issue Shares pursuant to the Initial Public Offer.
- B In order to give effect to the implementation of the Initial Public Offer, ListCo and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Offer.
- C The Holder holds or will hold the Voluntary Escrow Shares on or around Completion.
- D The Holder agrees to escrow the Voluntary Escrow Shares for the Escrow Period pursuant to the terms of this deed on the basis that ListCo will take the steps necessary to be admitted to the official list of ASX.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

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

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

2 Condition precedent

- (a) The respective rights and obligations of the parties under this deed are conditional upon Completion occurring and the Holder holding Voluntary Escrow Shares immediately following Completion.
- (b) If the condition precedent in paragraph (a) above, or if Completion does not occur, in either case by 31 December 2019, this deed will terminate with immediate effect.

3 Escrow restrictions

3.1 Purpose

The Holders agree to have their Voluntary Escrow Shares subject to the escrow arrangements set out in this deed, including so that investors in ListCo have confidence in investing in ListCo, which is reasonably necessary to implement the Offer.

3.2 Voluntary Escrow Shares

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Shares.

4 Holding Lock

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Shares, which will be registered and held for the Holder on CHESSE or any other register to prevent a Dealing of the Voluntary Escrow Shares.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Shares upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Shares if permitted under clause 4.3.

4.3 Removal of Holding Lock

- (a) Upon request by the Holder, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Shares to the extent necessary to facilitate a Dealing that is permitted under clause 5.
- (b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Shares on the Business Day after the end of the relevant Escrow Period.
- (c) The Company must notify ASX that the Voluntary Escrow Shares will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5 Exceptions

- (a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares if the Dealing arises solely as a result of:
 - (i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Shares, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or
 - (ii) the transfer or cancellation of the Voluntary Escrow Shares in ListCo as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals,

provided, in each case, that if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Shares not so transferred or cancelled.

- (b) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).
- (c) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may encumber any (or all) of its Voluntary Escrow Shares to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:
 - (i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder has in any of its Voluntary Escrow Shares; and
 - (ii) no Voluntary Escrow Shares are to be transferred or delivered to the Financial Institution or any other person in connection with the encumbrance. Any agreement with a Financial Institution must provide that the Voluntary Escrow Shares are to remain in escrow and subject to the terms of this deed as if the Financial Institution were a party to this deed.
- (d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares upon the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Shares.

5.2 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Voluntary Escrow Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Shares during the Escrow Period,

it must notify ListCo as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6 Warranties

6.1 Giving of warranties

Each of the warranties and representations in this clause 6 is given in favour of ListCo:

- (a) as at the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

The warranties and representations in this clause 6 are given in respect of any and all Voluntary Escrow Shares which the Holder holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 5 of this deed.

6.2 Warranties of Holder

The Holder warrants and represents the following:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.
- (e) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 3 of this deed if done or omitted during the Escrow Period;
- (f) no person has, or will have immediately following Completion, any economic or beneficial interest in the Voluntary Escrow Shares other than the Holder;
- (g) no person (other than the Holder) has the power to direct or cause the direction of the management of the Holder, whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or otherwise;
- (h) immediately following Completion, the Holder will hold the Voluntary Escrow Shares as set out in Schedule 2;
- (i) the Holder has not granted any encumbrances or any interests or rights to third parties in respect of the Voluntary Escrow Shares, and will not do so during the Escrow Period (other than permitted by this deed), such that the Voluntary Escrow Shares are free from all encumbrances and other third party interests or rights;
- (j) the Voluntary Escrow Shares will, immediately following Completion, be all of the securities, economic interests or other interests that the Holder directly or indirectly has in ListCo; and

- (k) if the Holder is a Trustee:
 - (i) the Trustee is the sole trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove or replace it as trustee of the Trust;
 - (ii) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
 - (iii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 6 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 6 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Shares, including (without limitation) by:

- (a) exercising any voting rights attaching to Voluntary Escrow Shares;
- (b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Shares; and
- (c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Shares.

8 Breach

8.1 Prevention of anticipated breach

If it appears to ListCo that the Holder may breach this deed, ListCo may take any steps necessary to prevent the breach and/or to enforce the deed.

8.2 Consequences of breach

- (a) If the Holder breaches this deed, each of the following applies:
 - (i) ListCo may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

- (ii) ListCo may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of ListCo.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 3.1 and the Holder agrees that ListCo is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligations under clause 3 without proof of actual damage and without prejudice to any of its other rights or remedies.
- (c) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to ListCo and other third parties.

9 Amendment

Subject to clause 13, this deed can only be amended or replaced by another deed executed by the parties.

10 Termination

This deed terminates automatically if:

- (a) ListCo withdraws the Initial Public Offer; or
- (b) ListCo is not admitted to the official list of ASX by 31 December 2019; or
- (c) otherwise when the Holding Lock is released in full in respect of all Voluntary Escrow Shares.

11 Capacity

If the Holder has entered into this deed as a trustee:

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 11 but subject to clause 11(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;
- (b) subject to clause 11(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and
- (c) the provisions of this clause 11 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

12 Release of results

ListCo agrees to release its full year results for the period ending 30 June 2020 in accordance with the timeframes required by the Corporations Act and ASX Listing Rules.

13 ListCo to complete Schedule 2

Each party authorises ListCo (or any person delegated such authority in writing by ListCo) to insert in Schedule 2 (**Details**), after execution of this deed by each party:

- (a) the particulars of Voluntary Escrow Shares in item 4 of Schedule 2; and
 - (b) any other details necessary to complete Schedule 2.
-

14 General

14.1 Choice of law (Governing law)

This deed is governed by the laws of New South Wales, Australia.

14.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, including, for the avoidance of doubt, the Federal Court of Australia sitting in New South Wales, Australia.

14.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

14.4 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts.

14.5 Time of essence

Time is of the essence to this deed.

14.6 Waiver

- (a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.
- (c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

14.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

14.8 Variation

No variation of this deed is effective unless made in writing and signed by each party.

15 Notices

15.1 General

- (a) Unless expressly stated otherwise in this deed a notice, consent or other communication given under this deed including, but not limited to, a request, certificate, demand, consent, waiver or approval, to or by a party to this deed (**Notice**):
 - (i) must be in legible writing and in English;
 - (ii) must be addressed to the party to whom it is to be given (**Addressee**) at the address set out below or to any other address a party notifies to the other under this clause:
 - (A) if to ListCo:

Address: Level 3, 131 Macquarie Street, Sydney NSW 2000
Attention: Clayton Howes
Position: Chief Executive Officer
Email: clayton@moneyme.com.au
 - (B) if to the Holder:

Address: 2/32 Grange Road, Glenhaven, NSW 2156
Attention: Bryce Jordan Griffith
Email: bryce@moneyme.com.au
 - (iii) must be signed by or on behalf of the sender (if an individual) or an Officer of the sender;
 - (iv) must be either:
 - (A) delivered by hand or sent by pre-paid mail (by airmail if sent to or from a place outside of Australia) to the Addressee; or
 - (B) sent by email to the Addressee's email address; and
 - (v) is deemed to be received by the Addressee in accordance with clause 15.1(c).
- (b) If:
 - (i) a party changes its address and fails to notify the other party of this change and the new address, delivery of Notices marked to the attention of the

Addressee at that new address is deemed compliant with the notice obligations under this clause;

- (ii) an individual named in clause 15.1 ceases to work in the role specified or ceases to work for the Addressee and the Addressee fails to notify the other party of an alternative individual, delivery of notices marked to the attention of an individual in the same or equivalent role at that party is deemed compliant with the notice obligations under this clause;
- (c) Without limiting any other means by which the sender may be able to prove that a Notice has been received by the Addressee, a Notice is deemed to be received:
 - (i) if sent by hand, when delivered to the Addressee;
 - (ii) if sent by post, on the 6th Business Day after the date of posting, or if to or from a place outside Australia, on the 10th Business Day after the date of posting; or
 - (iii) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Addressee's time), it is deemed to be received at 9.00am on the following Business Day.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

Affiliate means any Related Body Corporate.

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

ASX Listing Rules means the listing rules of ASX.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

Completion has the meaning given in the Implementation Deed.

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

Dealing, in respect of any Voluntary Escrow Shares, means to directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Share;
- (b) encumber or grant a security interest over such Voluntary Escrow Share or any legal, beneficial or economic interest in that Voluntary Escrow Share;
- (c) grant or exercise an option in respect of such Voluntary Escrow Share;
- (d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Share; or
- (e) agree to do any of those things,

and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Shares are escrowed as set out in item 3 of Schedule 2.

Financial Institution has the meaning given to that term in section 5(c).

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

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Implementation Deed means the Implementation Deed between ListCo, MoneyMe Financial Group Pty Ltd and others dated on or about the date of this deed.

Initial Public Offer means the proposed initial public offering of Shares by ListCo.

Issue Date means the date Shares are issued pursuant to the prospectus to be issued by ListCo in connection with the Initial Public Offer.

Listing means the time of admission of ListCo to the official list of the ASX and commencement of quotation of ListCo's Shares.

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

Takeover Bid has the meaning given in the Corporations Act.

Trust has the meaning given in clause 6.2(k).

Trustee has the meaning given in clause 6.2(k).

Voluntary Escrow Shares means:

- (a) in relation to a Holder, the Shares specified in item 2 of Schedule 2 (**Details**); and
- (b) any securities attaching to or arising out of those Shares.

2 Interpretation

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

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;
 - (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its agents, successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
 - (vi) this deed includes all schedules and attachments to it;
 - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;
 - (viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;
 - (ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
 - (x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;
- (g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;
- (i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

- (j) in determining the time of day where relevant to this deed, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;
 - (k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and
 - (l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.
-

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as ListCo is listed on the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 ListCo

MoneyMe Limited (ACN 636 747 414) of Level 3, 131 Macquarie Street, Sydney NSW 2000.

2 Holder

Bryce Jordan Griffith of 2/32 Grange Road, Glenhaven NSW 2156.

3 Escrow Period

The period commencing on the Issue Date and continuing until the start of the second trading day after the date on which the Company releases its annual financial results for the financial year ending 30 June 2020 to ASX.

4 Particulars of Voluntary Escrow Shares

Voluntary Escrow Shares	146,840
-------------------------	---------

Execution page

Executed as a deed.

ListCo

Signed, sealed and delivered by **MoneyMe Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

Clayton Howes

Name of director (print)



Signature of ~~director~~/secretary

Justin Clyne

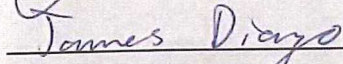
Name of ~~director~~/secretary (print)

Holder

Signed, sealed and delivered by **Bryce Jordan Griffith** in the presence of:



Signature of witness



Name of witness (print)



Signature of **Bryce Jordan Griffith**

Voluntary escrow deed

MoneyMe Limited

The party specified in Item 2 of Schedule 2

Contents

Page

1	Defined terms and interpretation	1
1.1	Definitions in the Dictionary	1
1.2	Interpretation	1
2	Condition precedent	1
3	Escrow restrictions	2
3.1	Purpose	2
3.2	Voluntary Escrow Shares	2
4	Holding Lock	2
4.1	Agreement to Holding Lock	2
4.2	Application of Holding Lock	2
4.3	Removal of Holding Lock	2
5	Exceptions	2
5.2	Notice	3
6	Warranties	3
6.1	Giving of warranties	3
6.2	Warranties of Holder	4
6.3	Breach of warranties	5
6.4	Survival of warranties and representations	5
7	Permitted dealings with the Voluntary Escrow Shares	5
8	Breach	5
8.1	Prevention of anticipated breach	5
8.2	Consequences of breach	5
9	Amendment	6
10	Termination	6
11	Capacity	6
12	Release of results	7
13	ListCo to complete Schedule 2	7
14	General	7

14.1	Choice of law (Governing law)	7
14.2	Choice of jurisdiction	7
14.3	Further assurances	7
14.4	Counterparts	7
14.5	Time of essence	7
14.6	Waiver	7
14.7	Severability	8
14.8	Variation	8
15	Notices	8
15.1	General	8
Schedule 1	Dictionary	9
Schedule 2	Details	13
Execution page		14

Date:

Parties

- 1 **The party named in item 1 of Schedule 2 (ListCo)**
- 2 **The party named in item 2 of Schedule 2 (Holder)**

Background

- A ListCo intends to be admitted to the official list of ASX and proposes to issue Shares pursuant to the Initial Public Offer.
- B In order to give effect to the implementation of the Initial Public Offer, ListCo and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Offer.
- C The Holder holds or will hold the Voluntary Escrow Shares on or around Completion.
- D The Holder agrees to escrow the Voluntary Escrow Shares for the Escrow Period pursuant to the terms of this deed on the basis that ListCo will take the steps necessary to be admitted to the official list of ASX.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

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

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

2 Condition precedent

- (a) The respective rights and obligations of the parties under this deed are conditional upon Completion occurring and the Holder holding Voluntary Escrow Shares immediately following Completion.
- (b) If the condition precedent in paragraph (a) above, or if Completion does not occur, in either case by 31 December 2019, this deed will terminate with immediate effect.

3 Escrow restrictions

3.1 Purpose

The Holders agree to have their Voluntary Escrow Shares subject to the escrow arrangements set out in this deed, including so that investors in ListCo have confidence in investing in ListCo, which is reasonably necessary to implement the Offer.

3.2 Voluntary Escrow Shares

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Shares.

4 Holding Lock

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Shares, which will be registered and held for the Holder on CHESS or any other register to prevent a Dealing of the Voluntary Escrow Shares.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Shares upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Shares if permitted under clause 4.3.

4.3 Removal of Holding Lock

- (a) Upon request by the Holder, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Shares to the extent necessary to facilitate a Dealing that is permitted under clause 5.
- (b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Shares on the Business Day after the end of the relevant Escrow Period.
- (c) The Company must notify ASX that the Voluntary Escrow Shares will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5 Exceptions

- (a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares if the Dealing arises solely as a result of:
 - (i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Shares, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or
 - (ii) the transfer or cancellation of the Voluntary Escrow Shares in ListCo as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals,

provided, in each case, that if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Shares not so transferred or cancelled.

- (b) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).
- (c) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may encumber any (or all) of its Voluntary Escrow Shares to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:
 - (i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder has in any of its Voluntary Escrow Shares; and
 - (ii) no Voluntary Escrow Shares are to be transferred or delivered to the Financial Institution or any other person in connection with the encumbrance. Any agreement with a Financial Institution must provide that the Voluntary Escrow Shares are to remain in escrow and subject to the terms of this deed as if the Financial Institution were a party to this deed.
- (d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares upon the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Shares.

5.2 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Voluntary Escrow Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Shares during the Escrow Period,

it must notify ListCo as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6 Warranties

6.1 Giving of warranties

Each of the warranties and representations in this clause 6 is given in favour of ListCo:

- (a) as at the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

The warranties and representations in this clause 6 are given in respect of any and all Voluntary Escrow Shares which the Holder holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 5 of this deed.

6.2 Warranties of Holder

The Holder warrants and represents the following:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.
- (e) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 3 of this deed if done or omitted during the Escrow Period;
- (f) no person has, or will have immediately following Completion, any economic or beneficial interest in the Voluntary Escrow Shares other than the Holder;
- (g) no person (other than the Holder) has the power to direct or cause the direction of the management of the Holder, whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or otherwise;
- (h) immediately following Completion, the Holder will hold the Voluntary Escrow Shares as set out in Schedule 2;
- (i) the Holder has not granted any encumbrances or any interests or rights to third parties in respect of the Voluntary Escrow Shares, and will not do so during the Escrow Period (other than permitted by this deed), such that the Voluntary Escrow Shares are free from all encumbrances and other third party interests or rights;
- (j) the Voluntary Escrow Shares will, immediately following Completion, be all of the securities, economic interests or other interests that the Holder directly or indirectly has in ListCo; and

- (k) if the Holder is a Trustee:
 - (i) the Trustee is the sole trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove or replace it as trustee of the Trust;
 - (ii) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
 - (iii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 6 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 6 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Shares, including (without limitation) by:

- (a) exercising any voting rights attaching to Voluntary Escrow Shares;
- (b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Shares; and
- (c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Shares.

8 Breach

8.1 Prevention of anticipated breach

If it appears to ListCo that the Holder may breach this deed, ListCo may take any steps necessary to prevent the breach and/or to enforce the deed.

8.2 Consequences of breach

- (a) If the Holder breaches this deed, each of the following applies:
 - (i) ListCo may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

- (ii) ListCo may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of ListCo.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 3.1 and the Holder agrees that ListCo is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligations under clause 3 without proof of actual damage and without prejudice to any of its other rights or remedies.
- (c) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to ListCo and other third parties.

9 Amendment

Subject to clause 13, this deed can only be amended or replaced by another deed executed by the parties.

10 Termination

This deed terminates automatically if:

- (a) ListCo withdraws the Initial Public Offer; or
- (b) ListCo is not admitted to the official list of ASX by 31 December 2019; or
- (c) otherwise when the Holding Lock is released in full in respect of all Voluntary Escrow Shares.

11 Capacity

If the Holder has entered into this deed as a trustee:

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 11 but subject to clause 11(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;
- (b) subject to clause 11(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and
- (c) the provisions of this clause 11 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

12 Release of results

ListCo agrees to release its full year results for the period ending 30 June 2020 in accordance with the timeframes required by the Corporations Act and ASX Listing Rules.

13 ListCo to complete Schedule 2

Each party authorises ListCo (or any person delegated such authority in writing by ListCo) to insert in Schedule 2 (**Details**), after execution of this deed by each party:

- (a) the particulars of Voluntary Escrow Shares in item 4 of Schedule 2; and
 - (b) any other details necessary to complete Schedule 2.
-

14 General

14.1 Choice of law (Governing law)

This deed is governed by the laws of New South Wales, Australia.

14.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, including, for the avoidance of doubt, the Federal Court of Australia sitting in New South Wales, Australia.

14.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

14.4 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts.

14.5 Time of essence

Time is of the essence to this deed.

14.6 Waiver

- (a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.
- (c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

14.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

14.8 Variation

No variation of this deed is effective unless made in writing and signed by each party.

15 Notices

15.1 General

- (a) Unless expressly stated otherwise in this deed a notice, consent or other communication given under this deed including, but not limited to, a request, certificate, demand, consent, waiver or approval, to or by a party to this deed (**Notice**):
 - (i) must be in legible writing and in English;
 - (ii) must be addressed to the party to whom it is to be given (**Addressee**) at the address set out below or to any other address a party notifies to the other under this clause:
 - (A) if to ListCo:

Address: Level 3, 131 Macquarie Street, Sydney NSW 2000
Attention: Clayton Howes
Position: Chief Executive Officer
Email: clayton@money.me.com.au
 - (B) if to the Holder:

Address: 11 Roseneath Place, Baulkham Hills NSW 2153
Attention: James Diago
Email: james@money.me.com.au
 - (iii) must be signed by or on behalf of the sender (if an individual) or an Officer of the sender;
 - (iv) must be either:
 - (A) delivered by hand or sent by pre-paid mail (by airmail if sent to or from a place outside of Australia) to the Addressee; or
 - (B) sent by email to the Addressee's email address; and
 - (v) is deemed to be received by the Addressee in accordance with clause 15.1(c).
- (b) If:
 - (i) a party changes its address and fails to notify the other party of this change and the new address, delivery of Notices marked to the attention of the

Addressee at that new address is deemed compliant with the notice obligations under this clause;

- (ii) an individual named in clause 15.1 ceases to work in the role specified or ceases to work for the Addressee and the Addressee fails to notify the other party of an alternative individual, delivery of notices marked to the attention of an individual in the same or equivalent role at that party is deemed compliant with the notice obligations under this clause;
- (c) Without limiting any other means by which the sender may be able to prove that a Notice has been received by the Addressee, a Notice is deemed to be received:
 - (i) if sent by hand, when delivered to the Addressee;
 - (ii) if sent by post, on the 6th Business Day after the date of posting, or if to or from a place outside Australia, on the 10th Business Day after the date of posting; or
 - (iii) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Addressee's time), it is deemed to be received at 9.00am on the following Business Day.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

Affiliate means any Related Body Corporate.

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

ASX Listing Rules means the listing rules of ASX.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

Completion has the meaning given in the Implementation Deed.

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

Dealing, in respect of any Voluntary Escrow Shares, means to directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Share;
- (b) encumber or grant a security interest over such Voluntary Escrow Share or any legal, beneficial or economic interest in that Voluntary Escrow Share;
- (c) grant or exercise an option in respect of such Voluntary Escrow Share;
- (d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Share; or
- (e) agree to do any of those things,

and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Shares are escrowed as set out in item 0 of Schedule 2.

Financial Institution has the meaning given to that term in section 5(c).

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

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Implementation Deed means the Implementation Deed between ListCo, MoneyMe Financial Group Pty Ltd and others dated on or about the date of this deed.

Initial Public Offer means the proposed initial public offering of Shares by ListCo.

Issue Date means the date Shares are issued pursuant to the prospectus to be issued by ListCo in connection with the Initial Public Offer.

Listing means the time of admission of ListCo to the official list of the ASX and commencement of quotation of ListCo's Shares.

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

Takeover Bid has the meaning given in the Corporations Act.

Trust has the meaning given in clause 6.2(k).

Trustee has the meaning given in clause 6.2(k).

Voluntary Escrow Shares means:

- (a) in relation to a Holder, the Shares specified in item 2 of Schedule 2 (**Details**); and
- (b) any securities attaching to or arising out of those Shares.

2 Interpretation

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

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;
 - (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its agents, successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
 - (vi) this deed includes all schedules and attachments to it;
 - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;
 - (viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;
 - (ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
 - (x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;
- (g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;
- (i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

- (j) in determining the time of day where relevant to this deed, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;
- (k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and
- (l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as ListCo is listed on the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 ListCo

MoneyMe Limited (ACN 636 747 414) of Level 3, 131 Macquarie Street, Sydney NSW 2000.

2 Holder

Dumaguete Pty Limited (ACN 637 375 298) as trustee for the Diago Family Trust of 11 Roseneath Place, Baulkham Hills NSW 2153.

3 Escrow Period

The period commencing on the Issue Date and continuing until the start of the second trading day after the date on which the Company releases its annual financial results for the financial year ending 30 June 2020 to ASX.

4 Particulars of Voluntary Escrow Shares

Voluntary Escrow Shares	80,000
-------------------------	--------

Execution page

Executed as a deed.

ListCo

Signed, sealed and delivered by **MoneyMe Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

Clayton Howes

Name of director (print)



Signature of ~~director~~/secretary

Justin Clyne

Name of ~~director~~/secretary (print)

Holder

Signed, sealed and delivered by **Dumaguete Pty Limited** in its capacity as trustee of the **Diago Family Trust** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

James Diago

Name of director (print)



Signature of director/secretary

James Diago

Name of director/secretary (print)

Voluntary escrow deed

MoneyMe Limited

The party specified in Item 2 of Schedule 2

Contents		Page
1	Defined terms and interpretation	1
1.1	Definitions in the Dictionary	1
1.2	Interpretation	1
2	Condition precedent	1
3	Escrow restrictions	2
3.1	Purpose	2
3.2	Voluntary Escrow Shares	2
4	Holding Lock	2
4.1	Agreement to Holding Lock	2
4.2	Application of Holding Lock	2
4.3	Removal of Holding Lock	2
5	Exceptions	2
5.2	Notice	3
6	Warranties	3
6.1	Giving of warranties	3
6.2	Warranties of Holder	4
6.3	Breach of warranties	5
6.4	Survival of warranties and representations	5
7	Permitted dealings with the Voluntary Escrow Shares	5
8	Breach	5
8.1	Prevention of anticipated breach	5
8.2	Consequences of breach	5
9	Amendment	6
10	Termination	6
11	Capacity	6
12	Release of results	7
13	ListCo to complete Schedule 2	7
14	General	7

14.1	Choice of law (Governing law)	7
14.2	Choice of jurisdiction	7
14.3	Further assurances	7
14.4	Counterparts	7
14.5	Time of essence	7
14.6	Waiver	7
14.7	Severability	8
14.8	Variation	8
15	Notices	8
15.1	General	8
Schedule 1	Dictionary	9
Schedule 2	Details	13
Execution page		14

Date: 14 November 2019

Parties

- 1 The party named in item 1 of Schedule 2 (ListCo)
- 2 The party named in item 2 of Schedule 2 (Holder)

Background

- A ListCo intends to be admitted to the official list of ASX and proposes to issue Shares pursuant to the Initial Public Offer.
- B In order to give effect to the implementation of the Initial Public Offer, ListCo and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Offer.
- C The Holder holds or will hold the Voluntary Escrow Shares on or around Completion.
- D The Holder agrees to escrow the Voluntary Escrow Shares for the Escrow Period pursuant to the terms of this deed on the basis that ListCo will take the steps necessary to be admitted to the official list of ASX.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

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

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

2 Condition precedent

- (a) The respective rights and obligations of the parties under this deed are conditional upon Completion occurring and the Holder holding Voluntary Escrow Shares immediately following Completion.
- (b) If the condition precedent in paragraph (a) above, or if Completion does not occur, in either case by 31 December 2019, this deed will terminate with immediate effect.

3 Escrow restrictions

3.1 Purpose

The Holders agree to have their Voluntary Escrow Shares subject to the escrow arrangements set out in this deed, including so that investors in ListCo have confidence in investing in ListCo, which is reasonably necessary to implement the Offer.

3.2 Voluntary Escrow Shares

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Shares.

4 Holding Lock

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Shares, which will be registered and held for the Holder on CHESS or any other register to prevent a Dealing of the Voluntary Escrow Shares.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Shares upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Shares if permitted under clause 4.3.

4.3 Removal of Holding Lock

- (a) Upon request by the Holder, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Shares to the extent necessary to facilitate a Dealing that is permitted under clause 5.
- (b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Shares on the Business Day after the end of the relevant Escrow Period.
- (c) The Company must notify ASX that the Voluntary Escrow Shares will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5 Exceptions

- (a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares if the Dealing arises solely as a result of:
 - (i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Shares, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or
 - (ii) the transfer or cancellation of the Voluntary Escrow Shares in ListCo as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals,

provided, in each case, that if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Shares not so transferred or cancelled.

- (b) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).
- (c) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may encumber any (or all) of its Voluntary Escrow Shares to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:
 - (i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder has in any of its Voluntary Escrow Shares; and
 - (ii) no Voluntary Escrow Shares are to be transferred or delivered to the Financial Institution or any other person in connection with the encumbrance. Any agreement with a Financial Institution must provide that the Voluntary Escrow Shares are to remain in escrow and subject to the terms of this deed as if the Financial Institution were a party to this deed.
- (d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares upon the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Shares.

5.2 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Voluntary Escrow Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Shares during the Escrow Period,

it must notify ListCo as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6 Warranties

6.1 Giving of warranties

Each of the warranties and representations in this clause 6 is given in favour of ListCo:

- (a) as at the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

The warranties and representations in this clause 6 are given in respect of any and all Voluntary Escrow Shares which the Holder holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 5 of this deed.

6.2 Warranties of Holder

The Holder warrants and represents the following:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.
- (e) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 3 of this deed if done or omitted during the Escrow Period;
- (f) no person has, or will have immediately following Completion, any economic or beneficial interest in the Voluntary Escrow Shares other than the Holder;
- (g) no person (other than the Holder) has the power to direct or cause the direction of the management of the Holder, whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or otherwise;
- (h) immediately following Completion, the Holder will hold the Voluntary Escrow Shares as set out in Schedule 2;
- (i) the Holder has not granted any encumbrances or any interests or rights to third parties in respect of the Voluntary Escrow Shares, and will not do so during the Escrow Period (other than permitted by this deed), such that the Voluntary Escrow Shares are free from all encumbrances and other third party interests or rights;
- (j) the Voluntary Escrow Shares will, immediately following Completion, be all of the securities, economic interests or other interests that the Holder directly or indirectly has in ListCo; and

- (k) if the Holder is a Trustee:
 - (i) the Trustee is the sole trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove or replace it as trustee of the Trust;
 - (ii) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
 - (iii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 6 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 6 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Shares, including (without limitation) by:

- (a) exercising any voting rights attaching to Voluntary Escrow Shares;
- (b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Shares; and
- (c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Shares.

8 Breach

8.1 Prevention of anticipated breach

If it appears to ListCo that the Holder may breach this deed, ListCo may take any steps necessary to prevent the breach and/or to enforce the deed.

8.2 Consequences of breach

- (a) If the Holder breaches this deed, each of the following applies:
 - (i) ListCo may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

- (ii) ListCo may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of ListCo.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 3.1 and the Holder agrees that ListCo is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligations under clause 3 without proof of actual damage and without prejudice to any of its other rights or remedies.
- (c) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to ListCo and other third parties.

9 Amendment

Subject to clause 13, this deed can only be amended or replaced by another deed executed by the parties.

10 Termination

This deed terminates automatically if:

- (a) ListCo withdraws the Initial Public Offer; or
- (b) ListCo is not admitted to the official list of ASX by 31 December 2019; or
- (c) otherwise when the Holding Lock is released in full in respect of all Voluntary Escrow Shares.

11 Capacity

If the Holder has entered into this deed as a trustee:

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 11 but subject to clause 11(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;
- (b) subject to clause 11(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and
- (c) the provisions of this clause 11 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

12 Release of results

ListCo agrees to release its full year results for the period ending 30 June 2020 in accordance with the timeframes required by the Corporations Act and ASX Listing Rules.

13 ListCo to complete Schedule 2

Each party authorises ListCo (or any person delegated such authority in writing by ListCo) to insert in Schedule 2 (**Details**), after execution of this deed by each party:

- (a) the particulars of Voluntary Escrow Shares in item 4 of Schedule 2; and
 - (b) any other details necessary to complete Schedule 2.
-

14 General

14.1 Choice of law (Governing law)

This deed is governed by the laws of New South Wales, Australia.

14.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, including, for the avoidance of doubt, the Federal Court of Australia sitting in New South Wales, Australia.

14.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

14.4 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts.

14.5 Time of essence

Time is of the essence to this deed.

14.6 Waiver

- (a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.
- (c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

14.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

14.8 Variation

No variation of this deed is effective unless made in writing and signed by each party.

15 Notices

15.1 General

- (a) Unless expressly stated otherwise in this deed a notice, consent or other communication given under this deed including, but not limited to, a request, certificate, demand, consent, waiver or approval, to or by a party to this deed (**Notice**):
 - (i) must be in legible writing and in English;
 - (ii) must be addressed to the party to whom it is to be given (**Addressee**) at the address set out below or to any other address a party notifies to the other under this clause:
 - (A) if to ListCo:

Address: Level 3, 131 Macquarie Street, Sydney NSW 2000
Attention: Clayton Howes
Position: Chief Executive Officer
Email: clayton@money.me.com.au
 - (B) if to the Holder:

Address: 102 Robinson Road, Hawthorn VIC 3122
Attention: Scott Emery
Email: semery@yarravalley.com.com
 - (iii) must be signed by or on behalf of the sender (if an individual) or an Officer of the sender;
 - (iv) must be either:
 - (A) delivered by hand or sent by pre-paid mail (by airmail if sent to or from a place outside of Australia) to the Addressee; or
 - (B) sent by email to the Addressee's email address; and
 - (v) is deemed to be received by the Addressee in accordance with clause 15.1(c).
- (b) If:
 - (i) a party changes its address and fails to notify the other party of this change and the new address, delivery of Notices marked to the attention of the

Addressee at that new address is deemed compliant with the notice obligations under this clause;

- (ii) an individual named in clause 15.1 ceases to work in the role specified or ceases to work for the Addressee and the Addressee fails to notify the other party of an alternative individual, delivery of notices marked to the attention of an individual in the same or equivalent role at that party is deemed compliant with the notice obligations under this clause;
- (c) Without limiting any other means by which the sender may be able to prove that a Notice has been received by the Addressee, a Notice is deemed to be received:
 - (i) if sent by hand, when delivered to the Addressee;
 - (ii) if sent by post, on the 6th Business Day after the date of posting, or if to or from a place outside Australia, on the 10th Business Day after the date of posting; or
 - (iii) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Addressee's time), it is deemed to be received at 9.00am on the following Business Day.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

Affiliate means any Related Body Corporate.

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

ASX Listing Rules means the listing rules of ASX.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

Completion has the meaning given in the Implementation Deed.

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

Dealing, in respect of any Voluntary Escrow Shares, means to directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Share;
- (b) encumber or grant a security interest over such Voluntary Escrow Share or any legal, beneficial or economic interest in that Voluntary Escrow Share;
- (c) grant or exercise an option in respect of such Voluntary Escrow Share;
- (d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Share; or
- (e) agree to do any of those things,

and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Shares are escrowed as set out in item 3 of Schedule 2.

Financial Institution has the meaning given to that term in section 5(c).

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

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Implementation Deed means the Implementation Deed between ListCo, MoneyMe Financial Group Pty Ltd and others dated on or about the date of this deed.

Initial Public Offer means the proposed initial public offering of Shares by ListCo.

Issue Date means the date Shares are issued pursuant to the prospectus to be issued by ListCo in connection with the Initial Public Offer.

Listing means the time of admission of ListCo to the official list of the ASX and commencement of quotation of ListCo's Shares.

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

Takeover Bid has the meaning given in the Corporations Act.

Trust has the meaning given in clause 6.2(k).

Trustee has the meaning given in clause 6.2(k).

Voluntary Escrow Shares means:

- (a) in relation to a Holder, the Shares specified in item 2 of Schedule 2 (**Details**); and
- (b) any securities attaching to or arising out of those Shares.

2 Interpretation

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

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;
 - (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its agents, successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
 - (vi) this deed includes all schedules and attachments to it;
 - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;
 - (viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;
 - (ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
 - (x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;
- (g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;
- (i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

- (j) in determining the time of day where relevant to this deed, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;
 - (k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and
 - (l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.
-

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as ListCo is listed on the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 ListCo

MoneyMe Limited (ACN 636 747 414) of Level 3, 131 Macquarie Street, Sydney NSW 2000.

2 Holder

Emery Pty Limited (ACN 167 154 832) as trustee of the Scott Emery Family Trust of 102 Robinson Road, Hawthorn VIC 3122

3 Escrow Period

The period commencing on the Issue Date and continuing until as follows:

- **(initial release)** in respect of 5% of the Voluntary Escrow Shares (2,379,540 shares), from Completion until the start of the second trading day after the date on which ListCo releases its annual financial results for the financial year ending 30 June 2020 to ASX;
 - **(second release)** in respect of 45% of the Voluntary Escrow Shares (21,415,860 shares), from Completion until the start of the second trading day after the date on which the Company releases its interim financial results for the half year ending 31 December 2020 to ASX;
 - **(final release)** in respect of the remaining 50% of the Voluntary Escrow Shares (23,795,402 shares), from Completion until the start of the second trading day after the date on which the Company releases its annual financial results for the financial year ending 30 June 2021 to ASX.
-

4 Particulars of Voluntary Escrow Shares

Voluntary Escrow Shares	47,590,802
-------------------------	------------

Execution page

Executed as a deed.

ListCo

Signed, sealed and delivered by **MoneyMe Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

Clayton Howes

Name of director (print)



Signature of ~~director~~/secretary

Justin Clyne

Name of ~~director~~/secretary (print)

Holder

Signed, sealed and delivered by **Emery Pty Limited** in its capacity as trustee of **Scott Emery Family Trust** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of ~~director~~

sole director and sole secretary

Name of ~~director~~ (print)

sole director and sole secretary

Signature of director/secretary

Name of director/secretary (print)

Voluntary escrow deed

MoneyMe Limited

The party specified in Item 2 of Schedule 2

Contents

Page

1	Defined terms and interpretation	1
1.1	Definitions in the Dictionary	1
1.2	Interpretation	1
2	Condition precedent	1
3	Escrow restrictions	2
3.1	Purpose	2
3.2	Voluntary Escrow Shares	2
4	Holding Lock	2
4.1	Agreement to Holding Lock	2
4.2	Application of Holding Lock	2
4.3	Removal of Holding Lock	2
5	Exceptions	2
5.2	Notice	3
6	Warranties	3
6.1	Giving of warranties	3
6.2	Warranties of Holder	4
6.3	Breach of warranties	5
6.4	Survival of warranties and representations	5
7	Permitted dealings with the Voluntary Escrow Shares	5
8	Breach	5
8.1	Prevention of anticipated breach	5
8.2	Consequences of breach	5
9	Amendment	6
10	Termination	6
11	Capacity	6
12	Release of results	7
13	ListCo to complete Schedule 2	7
14	General	7

14.1	Choice of law (Governing law)	7
14.2	Choice of jurisdiction	7
14.3	Further assurances	7
14.4	Counterparts	7
14.5	Time of essence	7
14.6	Waiver	7
14.7	Severability	8
14.8	Variation	8
15	Notices	8
15.1	General	8
Schedule 1	Dictionary	9
Schedule 2	Details	13
Execution page		14

Date:

Parties

- 1 The party named in item 1 of Schedule 2 (ListCo)
- 2 The party named in item 2 of Schedule 2 (Holder)

Background

- A ListCo intends to be admitted to the official list of ASX and proposes to issue Shares pursuant to the Initial Public Offer.
- B In order to give effect to the implementation of the Initial Public Offer, ListCo and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Offer.
- C The Holder holds or will hold the Voluntary Escrow Shares on or around Completion.
- D The Holder agrees to escrow the Voluntary Escrow Shares for the Escrow Period pursuant to the terms of this deed on the basis that ListCo will take the steps necessary to be admitted to the official list of ASX.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

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

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

2 Condition precedent

- (a) The respective rights and obligations of the parties under this deed are conditional upon Completion occurring and the Holder holding Voluntary Escrow Shares immediately following Completion.
- (b) If the condition precedent in paragraph (a) above, or if Completion does not occur, in either case by 31 December 2019, this deed will terminate with immediate effect.

3 Escrow restrictions

3.1 Purpose

The Holders agree to have their Voluntary Escrow Shares subject to the escrow arrangements set out in this deed, including so that investors in ListCo have confidence in investing in ListCo, which is reasonably necessary to implement the Offer.

3.2 Voluntary Escrow Shares

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Shares.

4 Holding Lock

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Shares, which will be registered and held for the Holder on CHESS or any other register to prevent a Dealing of the Voluntary Escrow Shares.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Shares upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Shares if permitted under clause 4.3.

4.3 Removal of Holding Lock

- (a) Upon request by the Holder, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Shares to the extent necessary to facilitate a Dealing that is permitted under clause 5.
- (b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Shares on the Business Day after the end of the relevant Escrow Period.
- (c) The Company must notify ASX that the Voluntary Escrow Shares will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5 Exceptions

- (a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares if the Dealing arises solely as a result of:
 - (i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Shares, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or
 - (ii) the transfer or cancellation of the Voluntary Escrow Shares in ListCo as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals,

provided, in each case, that if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Shares not so transferred or cancelled.

- (b) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).
- (c) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may encumber any (or all) of its Voluntary Escrow Shares to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:
 - (i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder has in any of its Voluntary Escrow Shares; and
 - (ii) no Voluntary Escrow Shares are to be transferred or delivered to the Financial Institution or any other person in connection with the encumbrance. Any agreement with a Financial Institution must provide that the Voluntary Escrow Shares are to remain in escrow and subject to the terms of this deed as if the Financial Institution were a party to this deed.
- (d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares upon the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Shares.

5.2 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Voluntary Escrow Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Shares during the Escrow Period,

it must notify ListCo as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6 Warranties

6.1 Giving of warranties

Each of the warranties and representations in this clause 6 is given in favour of ListCo:

- (a) as at the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

The warranties and representations in this clause 6 are given in respect of any and all Voluntary Escrow Shares which the Holder holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 5 of this deed.

6.2 Warranties of Holder

The Holder warrants and represents the following:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.
- (e) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 3 of this deed if done or omitted during the Escrow Period;
- (f) no person has, or will have immediately following Completion, any economic or beneficial interest in the Voluntary Escrow Shares other than the Holder;
- (g) no person (other than the Holder) has the power to direct or cause the direction of the management of the Holder, whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or otherwise;
- (h) immediately following Completion, the Holder will hold the Voluntary Escrow Shares as set out in Schedule 2;
- (i) the Holder has not granted any encumbrances or any interests or rights to third parties in respect of the Voluntary Escrow Shares, and will not do so during the Escrow Period (other than permitted by this deed), such that the Voluntary Escrow Shares are free from all encumbrances and other third party interests or rights;
- (j) the Voluntary Escrow Shares will, immediately following Completion, be all of the securities, economic interests or other interests that the Holder directly or indirectly has in ListCo; and

- (k) if the Holder is a Trustee:
 - (i) the Trustee is the sole trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove or replace it as trustee of the Trust;
 - (ii) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
 - (iii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 6 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 6 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Shares, including (without limitation) by:

- (a) exercising any voting rights attaching to Voluntary Escrow Shares;
- (b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Shares; and
- (c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Shares.

8 Breach

8.1 Prevention of anticipated breach

If it appears to ListCo that the Holder may breach this deed, ListCo may take any steps necessary to prevent the breach and/or to enforce the deed.

8.2 Consequences of breach

- (a) If the Holder breaches this deed, each of the following applies:
 - (i) ListCo may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

- (ii) ListCo may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of ListCo.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 3.1 and the Holder agrees that ListCo is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligations under clause 3 without proof of actual damage and without prejudice to any of its other rights or remedies.
- (c) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to ListCo and other third parties.

9 Amendment

Subject to clause 13, this deed can only be amended or replaced by another deed executed by the parties.

10 Termination

This deed terminates automatically if:

- (a) ListCo withdraws the Initial Public Offer; or
- (b) ListCo is not admitted to the official list of ASX by 31 December 2019; or
- (c) otherwise when the Holding Lock is released in full in respect of all Voluntary Escrow Shares.

11 Capacity

If the Holder has entered into this deed as a trustee:

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 11 but subject to clause 11(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;
- (b) subject to clause 11(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and
- (c) the provisions of this clause 11 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

12 Release of results

ListCo agrees to release its full year results for the period ending 30 June 2020 in accordance with the timeframes required by the Corporations Act and ASX Listing Rules.

13 ListCo to complete Schedule 2

Each party authorises ListCo (or any person delegated such authority in writing by ListCo) to insert in Schedule 2 (**Details**), after execution of this deed by each party:

- (a) the particulars of Voluntary Escrow Shares in item 4 of Schedule 2; and
 - (b) any other details necessary to complete Schedule 2.
-

14 General

14.1 Choice of law (Governing law)

This deed is governed by the laws of New South Wales, Australia.

14.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, including, for the avoidance of doubt, the Federal Court of Australia sitting in New South Wales, Australia.

14.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

14.4 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts.

14.5 Time of essence

Time is of the essence to this deed.

14.6 Waiver

- (a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.
- (c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

14.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

14.8 Variation

No variation of this deed is effective unless made in writing and signed by each party.

15 Notices

15.1 General

- (a) Unless expressly stated otherwise in this deed a notice, consent or other communication given under this deed including, but not limited to, a request, certificate, demand, consent, waiver or approval, to or by a party to this deed (**Notice**):
 - (i) must be in legible writing and in English;
 - (ii) must be addressed to the party to whom it is to be given (**Addressee**) at the address set out below or to any other address a party notifies to the other under this clause:
 - (A) if to ListCo:

Address: Level 3, 131 Macquarie Street, Sydney NSW 2000
Attention: Clayton Howes
Position: Chief Executive Officer
Email: clayton@moneyme.com.au
 - (B) if to the Holder:

Address: 10 Hawker Ave, Warwick WA 6024
Attention: Frederick Relenas
Email: cto@moneyme.com.au
 - (iii) must be signed by or on behalf of the sender (if an individual) or an Officer of the sender;
 - (iv) must be either:
 - (A) delivered by hand or sent by pre-paid mail (by airmail if sent to or from a place outside of Australia) to the Addressee; or
 - (B) sent by email to the Addressee's email address; and
 - (v) is deemed to be received by the Addressee in accordance with clause 15.1(c).
- (b) If:
 - (i) a party changes its address and fails to notify the other party of this change and the new address, delivery of Notices marked to the attention of the

Addressee at that new address is deemed compliant with the notice obligations under this clause;

- (ii) an individual named in clause 15.1 ceases to work in the role specified or ceases to work for the Addressee and the Addressee fails to notify the other party of an alternative individual, delivery of notices marked to the attention of an individual in the same or equivalent role at that party is deemed compliant with the notice obligations under this clause;
- (c) Without limiting any other means by which the sender may be able to prove that a Notice has been received by the Addressee, a Notice is deemed to be received:
 - (i) if sent by hand, when delivered to the Addressee;
 - (ii) if sent by post, on the 6th Business Day after the date of posting, or if to or from a place outside Australia, on the 10th Business Day after the date of posting; or
 - (iii) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Addressee's time), it is deemed to be received at 9.00am on the following Business Day.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

Affiliate means any Related Body Corporate.

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

ASX Listing Rules means the listing rules of ASX.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

Completion has the meaning given in the Implementation Deed.

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

Dealing, in respect of any Voluntary Escrow Shares, means to directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Share;
- (b) encumber or grant a security interest over such Voluntary Escrow Share or any legal, beneficial or economic interest in that Voluntary Escrow Share;
- (c) grant or exercise an option in respect of such Voluntary Escrow Share;
- (d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Share; or
- (e) agree to do any of those things,

and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Shares are escrowed as set out in item 3 of Schedule 2.

Financial Institution has the meaning given to that term in section 5(c).

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

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Implementation Deed means the Implementation Deed between ListCo, MoneyMe Financial Group Pty Ltd and others dated on or about the date of this deed.

Initial Public Offer means the proposed initial public offering of Shares by ListCo.

Issue Date means the date Shares are issued pursuant to the prospectus to be issued by ListCo in connection with the Initial Public Offer.

Listing means the time of admission of ListCo to the official list of the ASX and commencement of quotation of ListCo's Shares.

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

Takeover Bid has the meaning given in the Corporations Act.

Trust has the meaning given in clause 6.2(k).

Trustee has the meaning given in clause 6.2(k).

Voluntary Escrow Shares means:

- (a) in relation to a Holder, the Shares specified in item 2 of Schedule 2 (**Details**); and
- (b) any securities attaching to or arising out of those Shares.

2 Interpretation

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

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;
 - (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its agents, successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
 - (vi) this deed includes all schedules and attachments to it;
 - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;
 - (viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;
 - (ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
 - (x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;
- (g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;
- (i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

- (j) in determining the time of day where relevant to this deed, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;
- (k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and
- (l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as ListCo is listed on the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 ListCo

MoneyMe Limited (ACN 636 747 414) of Level 3, 131 Macquarie Street, Sydney NSW 2000.

2 Holder

Frederick Relenas of 10 Hawker Ave, Warwick WA 6024.

3 Escrow Period

The period commencing on the Issue Date and continuing until the start of the second trading day after the date on which the Company releases its annual financial results for the financial year ending 30 June 2020 to ASX.

4 Particulars of Voluntary Escrow Shares

Voluntary Escrow Shares	146,840
-------------------------	---------

Execution page

Executed as a deed.

ListCo

Signed, sealed and delivered by **MoneyMe Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

Clayton Howes

Name of director (print)



Signature of ~~director~~/secretary

Justin Clyne

Name of ~~director~~/secretary (print)

Holder

Signed, sealed and delivered by **Frederick Relenas** in the presence of:



Signature of witness

Christibelle Arquiza

Name of witness (print)



Signature of **Frederick Relenas**

Voluntary escrow deed

MoneyMe Limited

The party specified in Item 2 of Schedule 2

Contents

Page

1	Defined terms and interpretation	1
1.1	Definitions in the Dictionary	1
1.2	Interpretation	1
2	Condition precedent	1
3	Escrow restrictions	2
3.1	Purpose	2
3.2	Voluntary Escrow Shares	2
4	Holding Lock	2
4.1	Agreement to Holding Lock	2
4.2	Application of Holding Lock	2
4.3	Removal of Holding Lock	2
5	Exceptions	2
5.2	Notice	3
6	Warranties	3
6.1	Giving of warranties	3
6.2	Warranties of Holder	4
6.3	Breach of warranties	5
6.4	Survival of warranties and representations	5
7	Permitted dealings with the Voluntary Escrow Shares	5
8	Breach	5
8.1	Prevention of anticipated breach	5
8.2	Consequences of breach	5
9	Amendment	6
10	Termination	6
11	Capacity	6
12	Release of results	7
13	ListCo to complete Schedule 2	7
14	General	7

14.1	Choice of law (Governing law)	7
14.2	Choice of jurisdiction	7
14.3	Further assurances	7
14.4	Counterparts	7
14.5	Time of essence	7
14.6	Waiver	7
14.7	Severability	8
14.8	Variation	8
15	Notices	8
15.1	General	8
Schedule 1	Dictionary	9
Schedule 2	Details	13
Execution page		14

Date:

Parties

- 1 **The party named in item 1 of Schedule 2 (ListCo)**
- 2 **The party named in item 2 of Schedule 2 (Holder)**

Background

- A ListCo intends to be admitted to the official list of ASX and proposes to issue Shares pursuant to the Initial Public Offer.
- B In order to give effect to the implementation of the Initial Public Offer, ListCo and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Offer.
- C The Holder holds or will hold the Voluntary Escrow Shares on or around Completion.
- D The Holder agrees to escrow the Voluntary Escrow Shares for the Escrow Period pursuant to the terms of this deed on the basis that ListCo will take the steps necessary to be admitted to the official list of ASX.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

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

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

2 Condition precedent

- (a) The respective rights and obligations of the parties under this deed are conditional upon Completion occurring and the Holder holding Voluntary Escrow Shares immediately following Completion.
- (b) If the condition precedent in paragraph (a) above, or if Completion does not occur, in either case by 31 December 2019, this deed will terminate with immediate effect.

3 Escrow restrictions

3.1 Purpose

The Holders agree to have their Voluntary Escrow Shares subject to the escrow arrangements set out in this deed, including so that investors in ListCo have confidence in investing in ListCo, which is reasonably necessary to implement the Offer.

3.2 Voluntary Escrow Shares

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Shares.

4 Holding Lock

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Shares, which will be registered and held for the Holder on CHESS or any other register to prevent a Dealing of the Voluntary Escrow Shares.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Shares upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Shares if permitted under clause 4.3.

4.3 Removal of Holding Lock

- (a) Upon request by the Holder, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Shares to the extent necessary to facilitate a Dealing that is permitted under clause 5.
- (b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Shares on the Business Day after the end of the relevant Escrow Period.
- (c) The Company must notify ASX that the Voluntary Escrow Shares will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5 Exceptions

- (a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares if the Dealing arises solely as a result of:
 - (i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Shares, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or
 - (ii) the transfer or cancellation of the Voluntary Escrow Shares in ListCo as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals,

provided, in each case, that if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Shares not so transferred or cancelled.

- (b) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).
- (c) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may encumber any (or all) of its Voluntary Escrow Shares to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:
 - (i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder has in any of its Voluntary Escrow Shares; and
 - (ii) no Voluntary Escrow Shares are to be transferred or delivered to the Financial Institution or any other person in connection with the encumbrance. Any agreement with a Financial Institution must provide that the Voluntary Escrow Shares are to remain in escrow and subject to the terms of this deed as if the Financial Institution were a party to this deed.
- (d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares upon the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Shares.

5.2 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Voluntary Escrow Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Shares during the Escrow Period,

it must notify ListCo as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6 Warranties

6.1 Giving of warranties

Each of the warranties and representations in this clause 6 is given in favour of ListCo:

- (a) as at the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

The warranties and representations in this clause 6 are given in respect of any and all Voluntary Escrow Shares which the Holder holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 5 of this deed.

6.2 Warranties of Holder

The Holder warrants and represents the following:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.
- (e) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 3 of this deed if done or omitted during the Escrow Period;
- (f) no person has, or will have immediately following Completion, any economic or beneficial interest in the Voluntary Escrow Shares other than the Holder;
- (g) no person (other than the Holder) has the power to direct or cause the direction of the management of the Holder, whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or otherwise;
- (h) immediately following Completion, the Holder will hold the Voluntary Escrow Shares as set out in Schedule 2;
- (i) the Holder has not granted any encumbrances or any interests or rights to third parties in respect of the Voluntary Escrow Shares, and will not do so during the Escrow Period (other than permitted by this deed), such that the Voluntary Escrow Shares are free from all encumbrances and other third party interests or rights;
- (j) the Voluntary Escrow Shares will, immediately following Completion, be all of the securities, economic interests or other interests that the Holder directly or indirectly has in ListCo; and

- (k) if the Holder is a Trustee:
 - (i) the Trustee is the sole trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove or replace it as trustee of the Trust;
 - (ii) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
 - (iii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 6 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 6 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Shares, including (without limitation) by:

- (a) exercising any voting rights attaching to Voluntary Escrow Shares;
- (b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Shares; and
- (c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Shares.

8 Breach

8.1 Prevention of anticipated breach

If it appears to ListCo that the Holder may breach this deed, ListCo may take any steps necessary to prevent the breach and/or to enforce the deed.

8.2 Consequences of breach

- (a) If the Holder breaches this deed, each of the following applies:
 - (i) ListCo may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

- (ii) ListCo may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of ListCo.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 3.1 and the Holder agrees that ListCo is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligations under clause 3 without proof of actual damage and without prejudice to any of its other rights or remedies.
- (c) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to ListCo and other third parties.

9 Amendment

Subject to clause 13, this deed can only be amended or replaced by another deed executed by the parties.

10 Termination

This deed terminates automatically if:

- (a) ListCo withdraws the Initial Public Offer; or
- (b) ListCo is not admitted to the official list of ASX by 31 December 2019; or
- (c) otherwise when the Holding Lock is released in full in respect of all Voluntary Escrow Shares.

11 Capacity

If the Holder has entered into this deed as a trustee:

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 11 but subject to clause 11(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;
- (b) subject to clause 11(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and
- (c) the provisions of this clause 11 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

12 Release of results

ListCo agrees to release its full year results for the period ending 30 June 2020 in accordance with the timeframes required by the Corporations Act and ASX Listing Rules.

13 ListCo to complete Schedule 2

Each party authorises ListCo (or any person delegated such authority in writing by ListCo) to insert in Schedule 2 (**Details**), after execution of this deed by each party:

- (a) the particulars of Voluntary Escrow Shares in item 4 of Schedule 2; and
 - (b) any other details necessary to complete Schedule 2.
-

14 General

14.1 Choice of law (Governing law)

This deed is governed by the laws of New South Wales, Australia.

14.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, including, for the avoidance of doubt, the Federal Court of Australia sitting in New South Wales, Australia.

14.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

14.4 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts.

14.5 Time of essence

Time is of the essence to this deed.

14.6 Waiver

- (a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.
- (c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

14.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

14.8 Variation

No variation of this deed is effective unless made in writing and signed by each party.

15 Notices

15.1 General

- (a) Unless expressly stated otherwise in this deed a notice, consent or other communication given under this deed including, but not limited to, a request, certificate, demand, consent, waiver or approval, to or by a party to this deed (**Notice**):
 - (i) must be in legible writing and in English;
 - (ii) must be addressed to the party to whom it is to be given (**Addressee**) at the address set out below or to any other address a party notifies to the other under this clause:
 - (A) if to ListCo:

Address: Level 3, 131 Macquarie Street, Sydney NSW 2000
Attention: Clayton Howes
Position: Chief Executive Officer
Email: clayton@moneyme.com.au
 - (B) if to the Holder:

Address: Unit 301, 226 Victoria Street, Potts Point NSW 2011
Attention: Clayton Howes
Email: clayton@moneyme.com.au
 - (iii) must be signed by or on behalf of the sender (if an individual) or an Officer of the sender;
 - (iv) must be either:
 - (A) delivered by hand or sent by pre-paid mail (by airmail if sent to or from a place outside of Australia) to the Addressee; or
 - (B) sent by email to the Addressee's email address; and
 - (v) is deemed to be received by the Addressee in accordance with clause 15.1(c).
- (b) If:
 - (i) a party changes its address and fails to notify the other party of this change and the new address, delivery of Notices marked to the attention of the

Addressee at that new address is deemed compliant with the notice obligations under this clause;

- (ii) an individual named in clause 15.1 ceases to work in the role specified or ceases to work for the Addressee and the Addressee fails to notify the other party of an alternative individual, delivery of notices marked to the attention of an individual in the same or equivalent role at that party is deemed compliant with the notice obligations under this clause;
- (c) Without limiting any other means by which the sender may be able to prove that a Notice has been received by the Addressee, a Notice is deemed to be received:
 - (i) if sent by hand, when delivered to the Addressee;
 - (ii) if sent by post, on the 6th Business Day after the date of posting, or if to or from a place outside Australia, on the 10th Business Day after the date of posting; or
 - (iii) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Addressee's time), it is deemed to be received at 9.00am on the following Business Day.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

Affiliate means any Related Body Corporate.

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

ASX Listing Rules means the listing rules of ASX.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

Completion has the meaning given in the Implementation Deed.

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

Dealing, in respect of any Voluntary Escrow Shares, means to directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Share;
- (b) encumber or grant a security interest over such Voluntary Escrow Share or any legal, beneficial or economic interest in that Voluntary Escrow Share;
- (c) grant or exercise an option in respect of such Voluntary Escrow Share;
- (d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Share; or
- (e) agree to do any of those things,

and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Shares are escrowed as set out in item 3 of Schedule 2.

Financial Institution has the meaning given to that term in section 5(c).

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

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Implementation Deed means the Implementation Deed between ListCo, MoneyMe Financial Group Pty Ltd and others dated on or about the date of this deed.

Initial Public Offer means the proposed initial public offering of Shares by ListCo.

Issue Date means the date Shares are issued pursuant to the prospectus to be issued by ListCo in connection with the Initial Public Offer.

Listing means the time of admission of ListCo to the official list of the ASX and commencement of quotation of ListCo's Shares.

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

Takeover Bid has the meaning given in the Corporations Act.

Trust has the meaning given in clause 6.2(k).

Trustee has the meaning given in clause 6.2(k).

Voluntary Escrow Shares means:

- (a) in relation to a Holder, the Shares specified in item 2 of Schedule 2 (**Details**); and
- (b) any securities attaching to or arising out of those Shares.

2 Interpretation

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

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;
 - (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its agents, successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
 - (vi) this deed includes all schedules and attachments to it;
 - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;
 - (viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;
 - (ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
 - (x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;
- (g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;
- (i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

- (j) in determining the time of day where relevant to this deed, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;
 - (k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and
 - (l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.
-

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as ListCo is listed on the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 ListCo

MoneyMe Limited (ACN 636 747 414 of Level 3, 131 Macquarie Street, Sydney NSW 2000).

2 Holder

Howes Advisory Pty Limited as trustee of the Howes Family Trust of Unit 301, 226 Victoria Street, Potts Point NSW 2011

3 Escrow Period

The period commencing on the Issue Date and continuing until as follows:

- **(initial release)** in respect of 5% of the Voluntary Escrow Shares, from Completion until the start of the second trading day after the date on which ListCo releases its annual financial results for the financial year ending 30 June 2020 to ASX;
 - **(second release)** in respect of 45% of the Voluntary Escrow Shares, from Completion until the start of the second trading day after the date on which the Company releases its interim financial results for the half year ending 31 December 2020 to ASX;
 - **(final release)** in respect of the remaining 50% of the Voluntary Escrow Shares, from Completion until the start of the second trading day after the date on which the Company releases its annual financial results for the financial year ending 30 June 2021 to ASX.
-

4 Particulars of Voluntary Escrow Shares

Voluntary Escrow Shares	50,294,716
-------------------------	------------

Execution page

Executed as a deed.

ListCo

Signed, sealed and delivered by **MoneyMe Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

Clayton Howes

Name of director (print)



Signature of ~~director~~/secretary

Justin Clyne

Name of ~~director~~/secretary (print)

Holder

Signed, sealed and delivered by **Howes Advisory Pty Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of **Clayton Howes** who states that **he** is the sole director and sole secretary of **Howes Advisory Pty Limited** in its capacity as trustee of the **Howes Family Trust**

Voluntary escrow deed

MoneyMe Limited

The party specified in Item 2 of Schedule 2

Contents

Page

1	Defined terms and interpretation	1
1.1	Definitions in the Dictionary	1
1.2	Interpretation	1
2	Condition precedent	1
3	Escrow restrictions	2
3.1	Purpose	2
3.2	Voluntary Escrow Shares	2
4	Holding Lock	2
4.1	Agreement to Holding Lock	2
4.2	Application of Holding Lock	2
4.3	Removal of Holding Lock	2
5	Exceptions	2
5.2	Notice	3
6	Warranties	3
6.1	Giving of warranties	3
6.2	Warranties of Holder	4
6.3	Breach of warranties	5
6.4	Survival of warranties and representations	5
7	Permitted dealings with the Voluntary Escrow Shares	5
8	Breach	5
8.1	Prevention of anticipated breach	5
8.2	Consequences of breach	5
9	Amendment	6
10	Termination	6
11	Capacity	6
12	Release of results	7
13	ListCo to complete Schedule 2	7
14	General	7

14.1	Choice of law (Governing law)	7
14.2	Choice of jurisdiction	7
14.3	Further assurances	7
14.4	Counterparts	7
14.5	Time of essence	7
14.6	Waiver	7
14.7	Severability	8
14.8	Variation	8
15	Notices	8
15.1	General	8
Schedule 1	Dictionary	9
Schedule 2	Details	13
Execution page		14

Parties

- 1 The party named in item 1 of Schedule 2 (ListCo)
- 2 The party named in item 2 of Schedule 2 (Holder)

Background

- A ListCo intends to be admitted to the official list of ASX and proposes to issue Shares pursuant to the Initial Public Offer.
- B In order to give effect to the implementation of the Initial Public Offer, ListCo and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Offer.
- C The Holder holds or will hold the Voluntary Escrow Shares on or around Completion.
- D The Holder agrees to escrow the Voluntary Escrow Shares for the Escrow Period pursuant to the terms of this deed on the basis that ListCo will take the steps necessary to be admitted to the official list of ASX.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

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

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

2 Condition precedent

- (a) The respective rights and obligations of the parties under this deed are conditional upon Completion occurring and the Holder holding Voluntary Escrow Shares immediately following Completion.
- (b) If the condition precedent in paragraph (a) above, or if Completion does not occur, in either case by 31 December 2019, this deed will terminate with immediate effect.

3 Escrow restrictions

3.1 Purpose

The Holders agree to have their Voluntary Escrow Shares subject to the escrow arrangements set out in this deed, including so that investors in ListCo have confidence in investing in ListCo, which is reasonably necessary to implement the Offer.

3.2 Voluntary Escrow Shares

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Shares.

4 Holding Lock

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Shares, which will be registered and held for the Holder on CHESSE or any other register to prevent a Dealing of the Voluntary Escrow Shares.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Shares upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Shares if permitted under clause 4.3.

4.3 Removal of Holding Lock

- (a) Upon request by the Holder, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Shares to the extent necessary to facilitate a Dealing that is permitted under clause 5.
- (b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Shares on the Business Day after the end of the relevant Escrow Period.
- (c) The Company must notify ASX that the Voluntary Escrow Shares will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5 Exceptions

- (a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares if the Dealing arises solely as a result of:
 - (i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Shares, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or
 - (ii) the transfer or cancellation of the Voluntary Escrow Shares in ListCo as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals,

provided, in each case, that if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Shares not so transferred or cancelled.

- (b) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).
- (c) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may encumber any (or all) of its Voluntary Escrow Shares to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:
 - (i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder has in any of its Voluntary Escrow Shares; and
 - (ii) no Voluntary Escrow Shares are to be transferred or delivered to the Financial Institution or any other person in connection with the encumbrance. Any agreement with a Financial Institution must provide that the Voluntary Escrow Shares are to remain in escrow and subject to the terms of this deed as if the Financial Institution were a party to this deed.
- (d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares upon the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Shares.

5.2 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Voluntary Escrow Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Shares during the Escrow Period,

it must notify ListCo as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6 Warranties

6.1 Giving of warranties

Each of the warranties and representations in this clause 6 is given in favour of ListCo:

- (a) as at the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

The warranties and representations in this clause 6 are given in respect of any and all Voluntary Escrow Shares which the Holder holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 5 of this deed.

6.2 Warranties of Holder

The Holder warrants and represents the following:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.
- (e) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 3 of this deed if done or omitted during the Escrow Period;
- (f) no person has, or will have immediately following Completion, any economic or beneficial interest in the Voluntary Escrow Shares other than the Holder;
- (g) no person (other than the Holder) has the power to direct or cause the direction of the management of the Holder, whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or otherwise;
- (h) immediately following Completion, the Holder will hold the Voluntary Escrow Shares as set out in Schedule 2;
- (i) the Holder has not granted any encumbrances or any interests or rights to third parties in respect of the Voluntary Escrow Shares, and will not do so during the Escrow Period (other than permitted by this deed), such that the Voluntary Escrow Shares are free from all encumbrances and other third party interests or rights;
- (j) the Voluntary Escrow Shares will, immediately following Completion, be all of the securities, economic interests or other interests that the Holder directly or indirectly has in ListCo; and

- (k) if the Holder is a Trustee:
 - (i) the Trustee is the sole trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove or replace it as trustee of the Trust;
 - (ii) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
 - (iii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 6 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 6 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Shares, including (without limitation) by:

- (a) exercising any voting rights attaching to Voluntary Escrow Shares;
- (b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Shares; and
- (c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Shares.

8 Breach

8.1 Prevention of anticipated breach

If it appears to ListCo that the Holder may breach this deed, ListCo may take any steps necessary to prevent the breach and/or to enforce the deed.

8.2 Consequences of breach

- (a) If the Holder breaches this deed, each of the following applies:
 - (i) ListCo may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

- (ii) ListCo may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of ListCo.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 3.1 and the Holder agrees that ListCo is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligations under clause 3 without proof of actual damage and without prejudice to any of its other rights or remedies.
- (c) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to ListCo and other third parties.

9 Amendment

Subject to clause 13, this deed can only be amended or replaced by another deed executed by the parties.

10 Termination

This deed terminates automatically if:

- (a) ListCo withdraws the Initial Public Offer; or
- (b) ListCo is not admitted to the official list of ASX by 31 December 2019; or
- (c) otherwise when the Holding Lock is released in full in respect of all Voluntary Escrow Shares.

11 Capacity

If the Holder has entered into this deed as a trustee:

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 11 but subject to clause 11(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;
- (b) subject to clause 11(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and
- (c) the provisions of this clause 11 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

12 Release of results

ListCo agrees to release its full year results for the period ending 30 June 2020 in accordance with the timeframes required by the Corporations Act and ASX Listing Rules.

13 ListCo to complete Schedule 2

Each party authorises ListCo (or any person delegated such authority in writing by ListCo) to insert in Schedule 2 (**Details**), after execution of this deed by each party:

- (a) the particulars of Voluntary Escrow Shares in item 4 of Schedule 2; and
 - (b) any other details necessary to complete Schedule 2.
-

14 General

14.1 Choice of law (Governing law)

This deed is governed by the laws of New South Wales, Australia.

14.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, including, for the avoidance of doubt, the Federal Court of Australia sitting in New South Wales, Australia.

14.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

14.4 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts.

14.5 Time of essence

Time is of the essence to this deed.

14.6 Waiver

- (a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.
- (c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

14.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

14.8 Variation

No variation of this deed is effective unless made in writing and signed by each party.

15 Notices

15.1 General

- (a) Unless expressly stated otherwise in this deed a notice, consent or other communication given under this deed including, but not limited to, a request, certificate, demand, consent, waiver or approval, to or by a party to this deed (**Notice**):
 - (i) must be in legible writing and in English;
 - (ii) must be addressed to the party to whom it is to be given (**Addressee**) at the address set out below or to any other address a party notifies to the other under this clause:
 - (A) if to ListCo:

Address: Level 3, 131 Macquarie Street, Sydney NSW 2000
Attention: Clayton Howes
Position: Chief Executive Officer
Email: clayton@moneyme.com.au
 - (B) if to the Holder:

Address: 11 Roseneath Place, Baulkham Hills NSW 2153
Attention: James Diago
Email: james@moneyme.com.au
 - (iii) must be signed by or on behalf of the sender (if an individual) or an Officer of the sender;
 - (iv) must be either:
 - (A) delivered by hand or sent by pre-paid mail (by airmail if sent to or from a place outside of Australia) to the Addressee; or
 - (B) sent by email to the Addressee's email address; and
 - (v) is deemed to be received by the Addressee in accordance with clause 15.1(c).
- (b) If:
 - (i) a party changes its address and fails to notify the other party of this change and the new address, delivery of Notices marked to the attention of the

Addressee at that new address is deemed compliant with the notice obligations under this clause;

- (ii) an individual named in clause 15.1 ceases to work in the role specified or ceases to work for the Addressee and the Addressee fails to notify the other party of an alternative individual, delivery of notices marked to the attention of an individual in the same or equivalent role at that party is deemed compliant with the notice obligations under this clause;
- (c) Without limiting any other means by which the sender may be able to prove that a Notice has been received by the Addressee, a Notice is deemed to be received:
 - (i) if sent by hand, when delivered to the Addressee;
 - (ii) if sent by post, on the 6th Business Day after the date of posting, or if to or from a place outside Australia, on the 10th Business Day after the date of posting; or
 - (iii) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Addressee's time), it is deemed to be received at 9.00am on the following Business Day.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

Affiliate means any Related Body Corporate.

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

ASX Listing Rules means the listing rules of ASX.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

Completion has the meaning given in the Implementation Deed.

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

Dealing, in respect of any Voluntary Escrow Shares, means to directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Share;
- (b) encumber or grant a security interest over such Voluntary Escrow Share or any legal, beneficial or economic interest in that Voluntary Escrow Share;
- (c) grant or exercise an option in respect of such Voluntary Escrow Share;
- (d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Share; or
- (e) agree to do any of those things,

and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Shares are escrowed as set out in item 3 of Schedule 2.

Financial Institution has the meaning given to that term in section 5(c).

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

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Implementation Deed means the Implementation Deed between ListCo, MoneyMe Financial Group Pty Ltd and others dated on or about the date of this deed.

Initial Public Offer means the proposed initial public offering of Shares by ListCo.

Issue Date means the date Shares are issued pursuant to the prospectus to be issued by ListCo in connection with the Initial Public Offer.

Listing means the time of admission of ListCo to the official list of the ASX and commencement of quotation of ListCo's Shares.

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

Takeover Bid has the meaning given in the Corporations Act.

Trust has the meaning given in clause 6.2(k).

Trustee has the meaning given in clause 6.2(k).

Voluntary Escrow Shares means:

- (a) in relation to a Holder, the Shares specified in item 2 of Schedule 2 (**Details**); and
- (b) any securities attaching to or arising out of those Shares.

2 Interpretation

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

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;
 - (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its agents, successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
 - (vi) this deed includes all schedules and attachments to it;
 - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;
 - (viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;
 - (ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
 - (x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;
- (g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;
- (i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

- (j) in determining the time of day where relevant to this deed, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;
- (k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and
- (l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as ListCo is listed on the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 ListCo

MoneyMe Limited (ACN 636 747 414) of Level 3, 131 Macquarie Street, Sydney NSW 2000.

2 Holder

James Diago of 11 Roseneath Place, Baulkahm Hills NSW 2153.

3 Escrow Period

The period commencing on the Issue Date and continuing until the start of the second trading day after the date on which the Company releases its annual financial results for the financial year ending 30 June 2020 to ASX.

4 Particulars of Voluntary Escrow Shares

Voluntary Escrow Shares	220,529
-------------------------	---------

Execution page

Executed as a deed.

ListCo

Signed, sealed and delivered by **MoneyMe Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

Clayton Howes

Name of director (print)



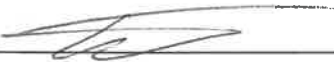
Signature of ~~director~~/secretary

Justin Clyne

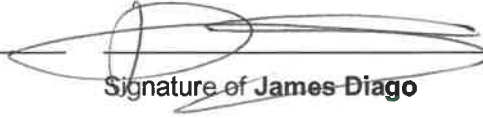
Name of ~~director~~/secretary (print)

Holder

Signed, sealed and delivered by **James Diago** in
the presence of:



Signature of witness



Signature of **James Diago**

Jonathan Wu

Name of witness (print)

Voluntary escrow deed

MoneyMe Limited

The party specified in Item 2 of Schedule 2

14 November 2019

Contents

Page

1	Defined terms and interpretation	1
1.1	Definitions in the Dictionary	1
1.2	Interpretation	1
2	Condition precedent	1
3	Escrow restrictions	2
3.1	Purpose	2
3.2	Voluntary Escrow Shares	2
4	Holding Lock	2
4.1	Agreement to Holding Lock	2
4.2	Application of Holding Lock	2
4.3	Removal of Holding Lock	2
5	Exceptions	2
5.2	Notice	3
6	Warranties	3
6.1	Giving of warranties	3
6.2	Warranties of Holder	4
6.3	Breach of warranties	5
6.4	Survival of warranties and representations	5
7	Permitted dealings with the Voluntary Escrow Shares	5
8	Breach	5
8.1	Prevention of anticipated breach	5
8.2	Consequences of breach	5
9	Amendment	6
10	Termination	6
11	Capacity	6
12	Release of results	7
13	ListCo to complete Schedule 2	7
14	General	7

14.1	Choice of law (Governing law)	7
14.2	Choice of jurisdiction	7
14.3	Further assurances	7
14.4	Counterparts	7
14.5	Time of essence	7
14.6	Waiver	7
14.7	Severability	8
14.8	Variation	8
15	Notices	8
15.1	General	8
Schedule 1	Dictionary	9
Schedule 2	Details	13
Execution page		14

Parties

- 1 The party named in item 1 of Schedule 2 (ListCo)
- 2 The party named in item 2 of Schedule 2 (Holder)

Background

- A ListCo intends to be admitted to the official list of ASX and proposes to issue Shares pursuant to the Initial Public Offer.
- B In order to give effect to the implementation of the Initial Public Offer, ListCo and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Offer.
- C The Holder holds or will hold the Voluntary Escrow Shares on or around Completion.
- D The Holder agrees to escrow the Voluntary Escrow Shares for the Escrow Period pursuant to the terms of this deed on the basis that ListCo will take the steps necessary to be admitted to the official list of ASX.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

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

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

2 Condition precedent

- (a) The respective rights and obligations of the parties under this deed are conditional upon Completion occurring and the Holder holding Voluntary Escrow Shares immediately following Completion.
- (b) If the condition precedent in paragraph (a) above, or if Completion does not occur, in either case by 31 December 2019, this deed will terminate with immediate effect.

3 Escrow restrictions

3.1 Purpose

The Holders agree to have their Voluntary Escrow Shares subject to the escrow arrangements set out in this deed, including so that investors in ListCo have confidence in investing in ListCo, which is reasonably necessary to implement the Offer.

3.2 Voluntary Escrow Shares

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Shares.

4 Holding Lock

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Shares, which will be registered and held for the Holder on CHESS or any other register to prevent a Dealing of the Voluntary Escrow Shares.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Shares upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Shares if permitted under clause 4.3.

4.3 Removal of Holding Lock

- (a) Upon request by the Holder, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Shares to the extent necessary to facilitate a Dealing that is permitted under clause 5.
- (b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Shares on the Business Day after the end of the relevant Escrow Period.
- (c) The Company must notify ASX that the Voluntary Escrow Shares will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5 Exceptions

- (a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares if the Dealing arises solely as a result of:
 - (i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Shares, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or
 - (ii) the transfer or cancellation of the Voluntary Escrow Shares in ListCo as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals,

provided, in each case, that if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Shares not so transferred or cancelled.

- (b) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).
- (c) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may encumber any (or all) of its Voluntary Escrow Shares to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:
 - (i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder has in any of its Voluntary Escrow Shares; and
 - (ii) no Voluntary Escrow Shares are to be transferred or delivered to the Financial Institution or any other person in connection with the encumbrance. Any agreement with a Financial Institution must provide that the Voluntary Escrow Shares are to remain in escrow and subject to the terms of this deed as if the Financial Institution were a party to this deed.
- (d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares upon the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Shares.

5.2 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Voluntary Escrow Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Shares during the Escrow Period,

it must notify ListCo as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6 Warranties

6.1 Giving of warranties

Each of the warranties and representations in this clause 6 is given in favour of ListCo:

- (a) as at the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

The warranties and representations in this clause 6 are given in respect of any and all Voluntary Escrow Shares which the Holder holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 5 of this deed.

6.2 Warranties of Holder

The Holder warrants and represents the following:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.
- (e) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 3 of this deed if done or omitted during the Escrow Period;
- (f) no person has, or will have immediately following Completion, any economic or beneficial interest in the Voluntary Escrow Shares other than the Holder;
- (g) no person (other than the Holder) has the power to direct or cause the direction of the management of the Holder, whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or otherwise;
- (h) immediately following Completion, the Holder will hold the Voluntary Escrow Shares as set out in Schedule 2;
- (i) the Holder has not granted any encumbrances or any interests or rights to third parties in respect of the Voluntary Escrow Shares, and will not do so during the Escrow Period (other than permitted by this deed), such that the Voluntary Escrow Shares are free from all encumbrances and other third party interests or rights;
- (j) the Voluntary Escrow Shares will, immediately following Completion, be all of the securities, economic interests or other interests that the Holder directly or indirectly has in ListCo; and

- (k) if the Holder is a Trustee:
 - (i) the Trustee is the sole trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove or replace it as trustee of the Trust;
 - (ii) the Holder or Controller (as applicable) has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
 - (iii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 6 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 6 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Shares, including (without limitation) by:

- (a) exercising any voting rights attaching to Voluntary Escrow Shares;
- (b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Shares; and
- (c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Shares.

8 Breach

8.1 Prevention of anticipated breach

If it appears to ListCo that the Holder may breach this deed, ListCo may take any steps necessary to prevent the breach and/or to enforce the deed.

8.2 Consequences of breach

- (a) If the Holder breaches this deed, each of the following applies:
 - (i) ListCo may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

- (ii) ListCo may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition and without prejudice to other rights and remedies of ListCo.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 3.1 and the Holder agrees that ListCo is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligations under clause 3 without proof of actual damage and without prejudice to any of its other rights or remedies.
- (c) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to ListCo and other third parties.

9 Amendment

Subject to clause 13, this deed can only be amended or replaced by another deed executed by the parties.

10 Termination

This deed terminates automatically if:

- (a) ListCo withdraws the Initial Public Offer; or
- (b) ListCo is not admitted to the official list of ASX by 31 December 2019; or
- (c) otherwise when the Holding Lock is released in full in respect of all Voluntary Escrow Shares.

11 Capacity

If the Holder has entered into this deed as a trustee:

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 11 but subject to clause 11(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;
- (b) subject to clause 11(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and
- (c) the provisions of this clause 11 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the

right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

12 Release of results

ListCo agrees to release its full year results for the period ending 30 June 2020 in accordance with the timeframes required by the Corporations Act and ASX Listing Rules.

13 ListCo to complete Schedule 2

Each party authorises ListCo (or any person delegated such authority in writing by ListCo) to insert in Schedule 2 (**Details**), after execution of this deed by each party:

- (a) the particulars of Voluntary Escrow Shares in item 4 of Schedule 2; and
 - (b) any other details necessary to complete Schedule 2.
-

14 General

14.1 Choice of law (Governing law)

This deed is governed by the laws of New South Wales, Australia.

14.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, including, for the avoidance of doubt, the Federal Court of Australia sitting in New South Wales, Australia.

14.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

14.4 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts.

14.5 Time of essence

Time is of the essence to this deed.

14.6 Waiver

- (a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

- (c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

14.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

14.8 Variation

No variation of this deed is effective unless made in writing and signed by each party.

15 Notices

15.1 General

- (a) Unless expressly stated otherwise in this deed a notice, consent or other communication given under this deed including, but not limited to, a request, certificate, demand, consent, waiver or approval, to or by a party to this deed (**Notice**):
 - (i) must be in legible writing and in English;
 - (ii) must be addressed to the party to whom it is to be given (**Addressee**) at the address set out below or to any other address a party notifies to the other under this clause:
 - (A) if to ListCo:

Address: Level 3, 131 Macquarie Street, Sydney NSW 2000
Attention: Clayton Howes
Position: Chief Executive Officer
Email: clayton@moneyme.com.au
 - (B) if to the Holder:

Address: Level 8, 124 Walker Street, North Sydney, NSW 2060
Attention: James Spenceley
Email: james@spenceley.org
 - (iii) must be signed by or on behalf of the sender (if an individual) or an Officer of the sender;
 - (iv) must be either:
 - (A) delivered by hand or sent by pre-paid mail (by airmail if sent to or from a place outside of Australia) to the Addressee; or
 - (B) sent by email to the Addressee's email address; and
 - (v) is deemed to be received by the Addressee in accordance with clause 15.1(c).

- (b) If:
- (i) a party changes its address and fails to notify the other party of this change and the new address, delivery of Notices marked to the attention of the Addressee at that new address is deemed compliant with the notice obligations under this clause;
 - (ii) an individual named in clause 15.1 ceases to work in the role specified or ceases to work for the Addressee and the Addressee fails to notify the other party of an alternative individual, delivery of notices marked to the attention of an individual in the same or equivalent role at that party is deemed compliant with the notice obligations under this clause;
- (c) Without limiting any other means by which the sender may be able to prove that a Notice has been received by the Addressee, a Notice is deemed to be received:
- (i) if sent by hand, when delivered to the Addressee;
 - (ii) if sent by post, on the 6th Business Day after the date of posting, or if to or from a place outside Australia, on the 10th Business Day after the date of posting; or
 - (iii) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,
- whichever happens first,
- but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Addressee's time), it is deemed to be received at 9.00am on the following Business Day.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

Affiliate means any Related Body Corporate.

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

ASX Listing Rules means the listing rules of ASX.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

Completion has the meaning given in the Implementation Deed.

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

Dealing, in respect of any Voluntary Escrow Shares, means to directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Share;
- (b) encumber or grant a security interest over such Voluntary Escrow Share or any legal, beneficial or economic interest in that Voluntary Escrow Share;
- (c) grant or exercise an option in respect of such Voluntary Escrow Share;
- (d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Share; or
- (e) agree to do any of those things,

and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Shares are escrowed as set out in item 3 of Schedule 2.

Financial Institution has the meaning given to that term in section 5(c).

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

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Implementation Deed means the Implementation Deed between ListCo, MoneyMe Financial Group Pty Ltd and others dated on or about the date of this deed.

Initial Public Offer means the proposed initial public offering of Shares by ListCo.

Issue Date means the date Shares are issued pursuant to the prospectus to be issued by ListCo in connection with the Initial Public Offer.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Listing means the time of admission of ListCo to the official list of the ASX and commencement of quotation of ListCo's Shares.

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

Takeover Bid has the meaning given in the Corporations Act.

Trust has the meaning given in clause 6.2(k).

Trustee has the meaning given in clause 6.2(k).

Voluntary Escrow Shares means:

- (a) in relation to a Holder, the Shares specified in item 2 of Schedule 2 (**Details**); and
- (b) any securities attaching to or arising out of those Shares.

2 Interpretation

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

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;
 - (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its agents, successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
 - (vi) this deed includes all schedules and attachments to it;
 - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;
 - (viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;
 - (ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
 - (x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;
- (g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;

- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;
 - (i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
 - (j) in determining the time of day where relevant to this deed, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;
 - (k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and
 - (l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.
-

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as ListCo is listed on the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 ListCo

MoneyMe Limited (ACN 636 747 414) of Level 3, 131 Macquarie Street, Sydney NSW 2000.

2 Holder

Spenceley Management Pty Limited (ACN 127 251 437) as trustee for the Spenceley Family Trust of Level 8, 124 Walker Street, North Sydney, NSW 2060

3 Escrow Period

The period commencing on the Issue Date and continuing until the start of the second trading day after the date on which the Company releases its annual financial results for the financial year ending 30 June 2020 to ASX.

4 Particulars of Voluntary Escrow Shares

Voluntary Escrow Shares	1,210,229 Shares
-------------------------	------------------

Execution page

Executed as a deed.

ListCo

Signed, sealed and delivered by **MoneyMe Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

Clayton Howes

Name of director (print)



Signature of ~~director~~/secretary

Justin Clyne

Name of ~~director~~/secretary (print)

Holder

Signed, sealed and delivered by **Spenceley Management Pty Limited** in its capacity as trustee of the **Spenceley Family Trust** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of director

Name of director (print)

Signature of director/secretary

Name of director/secretary (print)

Execution page

Executed as a deed.

ListCo

Signed, sealed and delivered by **MoneyMe Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of director

Signature of director/secretary

Name of director (print)


Name of director/secretary (print)

Holder

Signed, sealed and delivered by **Spenceley Management Pty Limited** in its capacity as trustee of the **Spenceley Family Trust** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director



Signature of director/secretary

Viktoriia Spenceley

James Spenceley

Name of director (print)

Name of director/secretary (print)

Voluntary escrow deed

MoneyMe Limited

The party specified in Item 2 of Schedule 2

Contents

Page

1	Defined terms and interpretation	1
1.1	Definitions in the Dictionary	1
1.2	Interpretation	1
2	Condition precedent	1
3	Escrow restrictions	2
3.1	Purpose	2
3.2	Voluntary Escrow Shares	2
4	Holding Lock	2
4.1	Agreement to Holding Lock	2
4.2	Application of Holding Lock	2
4.3	Removal of Holding Lock	2
5	Exceptions	2
5.2	Notice	3
6	Warranties	3
6.1	Giving of warranties	3
6.2	Warranties of Holder	4
6.3	Breach of warranties	5
6.4	Survival of warranties and representations	5
7	Permitted dealings with the Voluntary Escrow Shares	5
8	Breach	5
8.1	Prevention of anticipated breach	5
8.2	Consequences of breach	5
9	Amendment	6
10	Termination	6
11	Capacity	6
12	Release of results	7
13	ListCo to complete Schedule 2	7
14	General	7

14.1	Choice of law (Governing law)	7
14.2	Choice of jurisdiction	7
14.3	Further assurances	7
14.4	Counterparts	7
14.5	Time of essence	7
14.6	Waiver	7
14.7	Severability	8
14.8	Variation	8
15	Notices	8
15.1	General	8
Schedule 1	Dictionary	9
Schedule 2	Details	13
	Execution page	14

Parties

- 1 The party named in item 1 of Schedule 2 (ListCo)
- 2 The party named in item 2 of Schedule 2 (Holder)

Background

- A ListCo intends to be admitted to the official list of ASX and proposes to issue Shares pursuant to the Initial Public Offer.
- B In order to give effect to the implementation of the Initial Public Offer, ListCo and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Offer.
- C The Holder holds or will hold the Voluntary Escrow Shares on or around Completion.
- D The Holder agrees to escrow the Voluntary Escrow Shares for the Escrow Period pursuant to the terms of this deed on the basis that ListCo will take the steps necessary to be admitted to the official list of ASX.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

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

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

2 Condition precedent

- (a) The respective rights and obligations of the parties under this deed are conditional upon Completion occurring and the Holder holding Voluntary Escrow Shares immediately following Completion.
- (b) If the condition precedent in paragraph (a) above, or if Completion does not occur, in either case by 31 December 2019, this deed will terminate with immediate effect.

3 Escrow restrictions

3.1 Purpose

The Holders agree to have their Voluntary Escrow Shares subject to the escrow arrangements set out in this deed, including so that investors in ListCo have confidence in investing in ListCo, which is reasonably necessary to implement the Offer.

3.2 Voluntary Escrow Shares

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Shares.

4 Holding Lock

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Shares, which will be registered and held for the Holder on CHESSE or any other register to prevent a Dealing of the Voluntary Escrow Shares.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Shares upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Shares if permitted under clause 4.3.

4.3 Removal of Holding Lock

- (a) Upon request by the Holder, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Shares to the extent necessary to facilitate a Dealing that is permitted under clause 5.
- (b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Shares on the Business Day after the end of the relevant Escrow Period.
- (c) The Company must notify ASX that the Voluntary Escrow Shares will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5 Exceptions

- (a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares if the Dealing arises solely as a result of:
 - (i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Shares, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or
 - (ii) the transfer or cancellation of the Voluntary Escrow Shares in ListCo as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals,

provided, in each case, that if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Shares not so transferred or cancelled.

- (b) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).
- (c) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may encumber any (or all) of its Voluntary Escrow Shares to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:
 - (i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder has in any of its Voluntary Escrow Shares; and
 - (ii) no Voluntary Escrow Shares are to be transferred or delivered to the Financial Institution or any other person in connection with the encumbrance. Any agreement with a Financial Institution must provide that the Voluntary Escrow Shares are to remain in escrow and subject to the terms of this deed as if the Financial Institution were a party to this deed.
- (d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares upon the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Shares.

5.2 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Voluntary Escrow Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Shares during the Escrow Period,

it must notify ListCo as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6 Warranties

6.1 Giving of warranties

Each of the warranties and representations in this clause 6 is given in favour of ListCo:

- (a) as at the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

The warranties and representations in this clause 6 are given in respect of any and all Voluntary Escrow Shares which the Holder holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 5 of this deed.

6.2 Warranties of Holder

The Holder warrants and represents the following:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.
- (e) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 3 of this deed if done or omitted during the Escrow Period;
- (f) no person has, or will have immediately following Completion, any economic or beneficial interest in the Voluntary Escrow Shares other than the Holder;
- (g) no person (other than the Holder) has the power to direct or cause the direction of the management of the Holder, whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or otherwise;
- (h) immediately following Completion, the Holder will hold the Voluntary Escrow Shares as set out in Schedule 2;
- (i) the Holder has not granted any encumbrances or any interests or rights to third parties in respect of the Voluntary Escrow Shares, and will not do so during the Escrow Period (other than permitted by this deed), such that the Voluntary Escrow Shares are free from all encumbrances and other third party interests or rights;
- (j) the Voluntary Escrow Shares will, immediately following Completion, be all of the securities, economic interests or other interests that the Holder directly or indirectly has in ListCo; and

- (k) if the Holder is a Trustee:
 - (i) the Trustee is the sole trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove or replace it as trustee of the Trust;
 - (ii) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
 - (iii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 6 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 6 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Shares, including (without limitation) by:

- (a) exercising any voting rights attaching to Voluntary Escrow Shares;
- (b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Shares; and
- (c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Shares.

8 Breach

8.1 Prevention of anticipated breach

If it appears to ListCo that the Holder may breach this deed, ListCo may take any steps necessary to prevent the breach and/or to enforce the deed.

8.2 Consequences of breach

- (a) If the Holder breaches this deed, each of the following applies:
 - (i) ListCo may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

- (ii) ListCo may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of ListCo.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 3.1 and the Holder agrees that ListCo is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligations under clause 3 without proof of actual damage and without prejudice to any of its other rights or remedies.
- (c) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to ListCo and other third parties.

9 Amendment

Subject to clause 13, this deed can only be amended or replaced by another deed executed by the parties.

10 Termination

This deed terminates automatically if:

- (a) ListCo withdraws the Initial Public Offer; or
- (b) ListCo is not admitted to the official list of ASX by 31 December 2019; or
- (c) otherwise when the Holding Lock is released in full in respect of all Voluntary Escrow Shares.

11 Capacity

If the Holder has entered into this deed as a trustee:

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 11 but subject to clause 11(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;
- (b) subject to clause 11(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and
- (c) the provisions of this clause 11 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

12 Release of results

ListCo agrees to release its full year results for the period ending 30 June 2020 in accordance with the timeframes required by the Corporations Act and ASX Listing Rules.

13 ListCo to complete Schedule 2

Each party authorises ListCo (or any person delegated such authority in writing by ListCo) to insert in Schedule 2 (**Details**), after execution of this deed by each party:

- (a) the particulars of Voluntary Escrow Shares in item 4 of Schedule 2; and
 - (b) any other details necessary to complete Schedule 2.
-

14 General

14.1 Choice of law (Governing law)

This deed is governed by the laws of New South Wales, Australia.

14.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, including, for the avoidance of doubt, the Federal Court of Australia sitting in New South Wales, Australia.

14.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

14.4 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts.

14.5 Time of essence

Time is of the essence to this deed.

14.6 Waiver

- (a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.
- (c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

14.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

14.8 Variation

No variation of this deed is effective unless made in writing and signed by each party.

15 Notices

15.1 General

- (a) Unless expressly stated otherwise in this deed a notice, consent or other communication given under this deed including, but not limited to, a request, certificate, demand, consent, waiver or approval, to or by a party to this deed (**Notice**):
 - (i) must be in legible writing and in English;
 - (ii) must be addressed to the party to whom it is to be given (**Addressee**) at the address set out below or to any other address a party notifies to the other under this clause:
 - (A) if to ListCo:

Address: Level 3, 131 Macquarie Street, Sydney NSW 2000
Attention: Clayton Howes
Position: Chief Executive Officer
Email: clayton@money.me.com.au
 - (B) if to the Holder:

Address: 6/1 Gillies Street, Wollstonecraft, NSW 2065
Attention: Kimberly Braganza
Email: kimberly.braganza@money.me.com.au
 - (iii) must be signed by or on behalf of the sender (if an individual) or an Officer of the sender;
 - (iv) must be either:
 - (A) delivered by hand or sent by pre-paid mail (by airmail if sent to or from a place outside of Australia) to the Addressee; or
 - (B) sent by email to the Addressee's email address; and
 - (v) is deemed to be received by the Addressee in accordance with clause 15.1(c).
- (b) If:
 - (i) a party changes its address and fails to notify the other party of this change and the new address, delivery of Notices marked to the attention of the

Addressee at that new address is deemed compliant with the notice obligations under this clause;

- (ii) an individual named in clause 15.1 ceases to work in the role specified or ceases to work for the Addressee and the Addressee fails to notify the other party of an alternative individual, delivery of notices marked to the attention of an individual in the same or equivalent role at that party is deemed compliant with the notice obligations under this clause;
- (c) Without limiting any other means by which the sender may be able to prove that a Notice has been received by the Addressee, a Notice is deemed to be received:
 - (i) if sent by hand, when delivered to the Addressee;
 - (ii) if sent by post, on the 6th Business Day after the date of posting, or if to or from a place outside Australia, on the 10th Business Day after the date of posting; or
 - (iii) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Addressee's time), it is deemed to be received at 9.00am on the following Business Day.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

Affiliate means any Related Body Corporate.

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

ASX Listing Rules means the listing rules of ASX.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

Completion has the meaning given in the Implementation Deed.

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

Dealing, in respect of any Voluntary Escrow Shares, means to directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Share;
- (b) encumber or grant a security interest over such Voluntary Escrow Share or any legal, beneficial or economic interest in that Voluntary Escrow Share;
- (c) grant or exercise an option in respect of such Voluntary Escrow Share;
- (d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Share; or
- (e) agree to do any of those things,

and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Shares are escrowed as set out in item 3 of Schedule 2.

Financial Institution has the meaning given to that term in section 5(c).

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

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Implementation Deed means the Implementation Deed between ListCo, MoneyMe Financial Group Pty Ltd and others dated on or about the date of this deed.

Initial Public Offer means the proposed initial public offering of Shares by ListCo.

Issue Date means the date Shares are issued pursuant to the prospectus to be issued by ListCo in connection with the Initial Public Offer.

Listing means the time of admission of ListCo to the official list of the ASX and commencement of quotation of ListCo's Shares.

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

Takeover Bid has the meaning given in the Corporations Act.

Trust has the meaning given in clause 6.2(k).

Trustee has the meaning given in clause 6.2(k).

Voluntary Escrow Shares means:

- (a) in relation to a Holder, the Shares specified in item 2 of Schedule 2 (**Details**); and
- (b) any securities attaching to or arising out of those Shares.

2 Interpretation

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

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;
 - (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its agents, successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
 - (vi) this deed includes all schedules and attachments to it;
 - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;
 - (viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;
 - (ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
 - (x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;
- (g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;
- (i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

- (j) in determining the time of day where relevant to this deed, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;
 - (k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and
 - (l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.
-

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as ListCo is listed on the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 ListCo

MoneyMe Limited (ACN 636 747 414) of Level 3, 131 Macquarie Street, Sydney NSW 2000.

2 Holder

Kimberly Braganza of 6/1 Gillies Street, Wollstonecraft NSW 2065.

3 Escrow Period

The period commencing on the Issue Date and continuing until the start of the second trading day after the date on which the Company releases its annual financial results for the financial year ending 30 June 2020 to ASX.

4 Particulars of Voluntary Escrow Shares


Voluntary Escrow Shares	16,000
-------------------------	--------

Execution page

Executed as a deed.

ListCo

Signed, sealed and delivered by **MoneyMe Limited** in accordance with section 127 of the Corporations Act 2001 (Cth) by:



Signature of director

Clayton Howes

Name of director (print)



Signature of ~~director~~/secretary

Justin Clyne

Name of ~~director~~/secretary (print)

Holder

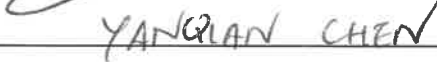
Signed, sealed and delivered by **Kimberly Braganza** in the presence of:



Signature of witness



Signature of **Kimberly Braganza**



Name of witness (print)

Voluntary escrow deed

MoneyMe Limited

The party specified in Item 2 of Schedule 2

Contents

Page

1	Defined terms and interpretation	1
1.1	Definitions in the Dictionary	1
1.2	Interpretation	1
2	Condition precedent	1
3	Escrow restrictions	2
3.1	Purpose	2
3.2	Voluntary Escrow Shares	2
4	Holding Lock	2
4.1	Agreement to Holding Lock	2
4.2	Application of Holding Lock	2
4.3	Removal of Holding Lock	2
5	Exceptions	2
5.2	Notice	3
6	Warranties	3
6.1	Giving of warranties	3
6.2	Warranties of Holder	4
6.3	Breach of warranties	5
6.4	Survival of warranties and representations	5
7	Permitted dealings with the Voluntary Escrow Shares	5
8	Breach	5
8.1	Prevention of anticipated breach	5
8.2	Consequences of breach	5
9	Amendment	6
10	Termination	6
11	Capacity	6
12	Release of results	7
13	ListCo to complete Schedule 2	7
14	General	7

14.1	Choice of law (Governing law)	7
14.2	Choice of jurisdiction	7
14.3	Further assurances	7
14.4	Counterparts	7
14.5	Time of essence	7
14.6	Waiver	7
14.7	Severability	8
14.8	Variation	8
15	Notices	8
15.1	General	8
Schedule 1	Dictionary	9
Schedule 2	Details	13
Execution page		14

Date:

Parties

- 1 **The party named in item 1 of Schedule 2 (ListCo)**
- 2 **The party named in item 2 of Schedule 2 (Holder)**

Background

- A ListCo intends to be admitted to the official list of ASX and proposes to issue Shares pursuant to the Initial Public Offer.
- B In order to give effect to the implementation of the Initial Public Offer, ListCo and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Offer.
- C The Holder holds or will hold the Voluntary Escrow Shares on or around Completion.
- D The Holder agrees to escrow the Voluntary Escrow Shares for the Escrow Period pursuant to the terms of this deed on the basis that ListCo will take the steps necessary to be admitted to the official list of ASX.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

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

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

2 Condition precedent

- (a) The respective rights and obligations of the parties under this deed are conditional upon Completion occurring and the Holder holding Voluntary Escrow Shares immediately following Completion.
- (b) If the condition precedent in paragraph (a) above, or if Completion does not occur, in either case by 31 December 2019, this deed will terminate with immediate effect.

3 Escrow restrictions

3.1 Purpose

The Holders agree to have their Voluntary Escrow Shares subject to the escrow arrangements set out in this deed, including so that investors in ListCo have confidence in investing in ListCo, which is reasonably necessary to implement the Offer.

3.2 Voluntary Escrow Shares

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Shares.

4 Holding Lock

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Shares, which will be registered and held for the Holder on CHESSE or any other register to prevent a Dealing of the Voluntary Escrow Shares.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Shares upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Shares if permitted under clause 4.3.

4.3 Removal of Holding Lock

- (a) Upon request by the Holder, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Shares to the extent necessary to facilitate a Dealing that is permitted under clause 5.
- (b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Shares on the Business Day after the end of the relevant Escrow Period.
- (c) The Company must notify ASX that the Voluntary Escrow Shares will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5 Exceptions

- (a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares if the Dealing arises solely as a result of:
 - (i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Shares, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or
 - (ii) the transfer or cancellation of the Voluntary Escrow Shares in ListCo as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals,

provided, in each case, that if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Shares not so transferred or cancelled.

- (b) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).
- (c) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may encumber any (or all) of its Voluntary Escrow Shares to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:
 - (i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder has in any of its Voluntary Escrow Shares; and
 - (ii) no Voluntary Escrow Shares are to be transferred or delivered to the Financial Institution or any other person in connection with the encumbrance. Any agreement with a Financial Institution must provide that the Voluntary Escrow Shares are to remain in escrow and subject to the terms of this deed as if the Financial Institution were a party to this deed.
- (d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares upon the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Shares.

5.2 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Voluntary Escrow Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Shares during the Escrow Period,

it must notify ListCo as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6 Warranties

6.1 Giving of warranties

Each of the warranties and representations in this clause 6 is given in favour of ListCo:

- (a) as at the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

The warranties and representations in this clause 6 are given in respect of any and all Voluntary Escrow Shares which the Holder holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 5 of this deed.

6.2 Warranties of Holder

The Holder warrants and represents the following:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.
- (e) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 3 of this deed if done or omitted during the Escrow Period;
- (f) no person has, or will have immediately following Completion, any economic or beneficial interest in the Voluntary Escrow Shares other than the Holder;
- (g) no person (other than the Holder) has the power to direct or cause the direction of the management of the Holder, whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or otherwise;
- (h) immediately following Completion, the Holder will hold the Voluntary Escrow Shares as set out in Schedule 2;
- (i) the Holder has not granted any encumbrances or any interests or rights to third parties in respect of the Voluntary Escrow Shares, and will not do so during the Escrow Period (other than permitted by this deed), such that the Voluntary Escrow Shares are free from all encumbrances and other third party interests or rights;
- (j) the Voluntary Escrow Shares will, immediately following Completion, be all of the securities, economic interests or other interests that the Holder directly or indirectly has in ListCo; and

- (k) if the Holder is a Trustee:
 - (i) the Trustee is the sole trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove or replace it as trustee of the Trust;
 - (ii) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
 - (iii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 6 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 6 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Shares, including (without limitation) by:

- (a) exercising any voting rights attaching to Voluntary Escrow Shares;
- (b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Shares; and
- (c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Shares.

8 Breach

8.1 Prevention of anticipated breach

If it appears to ListCo that the Holder may breach this deed, ListCo may take any steps necessary to prevent the breach and/or to enforce the deed.

8.2 Consequences of breach

- (a) If the Holder breaches this deed, each of the following applies:
 - (i) ListCo may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

- (ii) ListCo may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of ListCo.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 3.1 and the Holder agrees that ListCo is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligations under clause 3 without proof of actual damage and without prejudice to any of its other rights or remedies.
- (c) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to ListCo and other third parties.

9 Amendment

Subject to clause 13, this deed can only be amended or replaced by another deed executed by the parties.

10 Termination

This deed terminates automatically if:

- (a) ListCo withdraws the Initial Public Offer; or
- (b) ListCo is not admitted to the official list of ASX by 31 December 2019; or
- (c) otherwise when the Holding Lock is released in full in respect of all Voluntary Escrow Shares.

11 Capacity

If the Holder has entered into this deed as a trustee:

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 11 but subject to clause 11(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;
- (b) subject to clause 11(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and
- (c) the provisions of this clause 11 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

12 Release of results

ListCo agrees to release its full year results for the period ending 30 June 2020 in accordance with the timeframes required by the Corporations Act and ASX Listing Rules.

13 ListCo to complete Schedule 2

Each party authorises ListCo (or any person delegated such authority in writing by ListCo) to insert in Schedule 2 (**Details**), after execution of this deed by each party:

- (a) the particulars of Voluntary Escrow Shares in item 4 of Schedule 2; and
 - (b) any other details necessary to complete Schedule 2.
-

14 General

14.1 Choice of law (Governing law)

This deed is governed by the laws of New South Wales, Australia.

14.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, including, for the avoidance of doubt, the Federal Court of Australia sitting in New South Wales, Australia.

14.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

14.4 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts.

14.5 Time of essence

Time is of the essence to this deed.

14.6 Waiver

- (a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.
- (c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

14.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

14.8 Variation

No variation of this deed is effective unless made in writing and signed by each party.

15 Notices

15.1 General

- (a) Unless expressly stated otherwise in this deed a notice, consent or other communication given under this deed including, but not limited to, a request, certificate, demand, consent, waiver or approval, to or by a party to this deed (**Notice**):
 - (i) must be in legible writing and in English;
 - (ii) must be addressed to the party to whom it is to be given (**Addressee**) at the address set out below or to any other address a party notifies to the other under this clause:
 - (A) if to ListCo:

Address: Level 3, 131 Macquarie Street, Sydney NSW 2000
Attention: Clayton Howes
Position: Chief Executive Officer
Email: clayton@moneyme.com.au
 - (B) if to the Holder:

Address: Level 10, 60 Carrington Street, Sydney NSW 2000
Attention: Robbie Graham
Email: robbie.a.graham@gmail.com
 - (iii) must be signed by or on behalf of the sender (if an individual) or an Officer of the sender;
 - (iv) must be either:
 - (A) delivered by hand or sent by pre-paid mail (by airmail if sent to or from a place outside of Australia) to the Addressee; or
 - (B) sent by email to the Addressee's email address; and
 - (v) is deemed to be received by the Addressee in accordance with clause 15.1(c).
- (b) If:
 - (i) a party changes its address and fails to notify the other party of this change and the new address, delivery of Notices marked to the attention of the

Addressee at that new address is deemed compliant with the notice obligations under this clause;

- (ii) an individual named in clause 15.1 ceases to work in the role specified or ceases to work for the Addressee and the Addressee fails to notify the other party of an alternative individual, delivery of notices marked to the attention of an individual in the same or equivalent role at that party is deemed compliant with the notice obligations under this clause;
- (c) Without limiting any other means by which the sender may be able to prove that a Notice has been received by the Addressee, a Notice is deemed to be received:
 - (i) if sent by hand, when delivered to the Addressee;
 - (ii) if sent by post, on the 6th Business Day after the date of posting, or if to or from a place outside Australia, on the 10th Business Day after the date of posting; or
 - (iii) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Addressee's time), it is deemed to be received at 9.00am on the following Business Day.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

Affiliate means any Related Body Corporate.

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

ASX Listing Rules means the listing rules of ASX.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

Completion has the meaning given in the Implementation Deed.

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

Dealing, in respect of any Voluntary Escrow Shares, means to directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Share;
- (b) encumber or grant a security interest over such Voluntary Escrow Share or any legal, beneficial or economic interest in that Voluntary Escrow Share;
- (c) grant or exercise an option in respect of such Voluntary Escrow Share;
- (d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Share; or
- (e) agree to do any of those things,

and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Shares are escrowed as set out in item 3 of Schedule 2.

Financial Institution has the meaning given to that term in section 5(c).

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

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Implementation Deed means the Implementation Deed between ListCo, MoneyMe Financial Group Pty Ltd and others dated on or about the date of this deed.

Initial Public Offer means the proposed initial public offering of Shares by ListCo.

Issue Date means the date Shares are issued pursuant to the prospectus to be issued by ListCo in connection with the Initial Public Offer.

Listing means the time of admission of ListCo to the official list of the ASX and commencement of quotation of ListCo's Shares.

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

Takeover Bid has the meaning given in the Corporations Act.

Trust has the meaning given in clause 6.2(k).

Trustee has the meaning given in clause 6.2(k).

Voluntary Escrow Shares means:

- (a) in relation to a Holder, the Shares specified in item 2 of Schedule 2 (**Details**); and
- (b) any securities attaching to or arising out of those Shares.

2 Interpretation

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

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;
 - (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its agents, successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
 - (vi) this deed includes all schedules and attachments to it;
 - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;
 - (viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;
 - (ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
 - (x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;
- (g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;
- (i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

- (j) in determining the time of day where relevant to this deed, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;
 - (k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and
 - (l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.
-

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as ListCo is listed on the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 ListCo

MoneyMe Limited (ACN 636 747 414) of Level 3, 131 Macquarie Street, Sydney NSW 2000.

2 Holder

R K Graham Investments Pty Ltd (ACN 628 284 677) as trustee of the Graham Family Trust of Level 10, 60 Carrington Street, Sydney NSW 2000.

3 Escrow Period

The period commencing on the Issue Date and continuing until the start of the second trading day after the date on which the Company releases its annual financial results for the financial year ending 30 June 2020 to ASX.

4 Particulars of Voluntary Escrow Shares


Voluntary Escrow Shares	1,617,933
-------------------------	-----------

Execution page

Executed as a deed.

ListCo


Signed, sealed and delivered by **MoneyMe Limited** in accordance with section 127 of the Corporations Act 2001 (Cth) by:



Signature of director

Clayton Howes

Name of director (print)



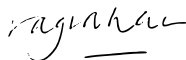
Signature of ~~director~~/secretary

Justin Clyne

Name of ~~director~~/secretary (print)

Holder

Signed, sealed and delivered by **R K Graham Investments Pty Ltd** in its capacity as trustee of **Graham Family Trust** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

R GRAHAM

Name of director (print)



Signature of director/secretary

K GRAHAM

Name of director/secretary (print)

Voluntary escrow deed

MoneyMe Limited

The party specified in Item 2 of Schedule 2

Contents

Page

1	Defined terms and interpretation	1
1.1	Definitions in the Dictionary	1
1.2	Interpretation	1
2	Condition precedent	1
3	Escrow restrictions	2
3.1	Purpose	2
3.2	Voluntary Escrow Shares	2
4	Holding Lock	2
4.1	Agreement to Holding Lock	2
4.2	Application of Holding Lock	2
4.3	Removal of Holding Lock	2
5	Exceptions	2
5.2	Notice	3
6	Warranties	3
6.1	Giving of warranties	3
6.2	Warranties of Holder	4
6.3	Breach of warranties	5
6.4	Survival of warranties and representations	5
7	Permitted dealings with the Voluntary Escrow Shares	5
8	Breach	5
8.1	Prevention of anticipated breach	5
8.2	Consequences of breach	5
9	Amendment	6
10	Termination	6
11	Capacity	6
12	Release of results	7
13	ListCo to complete Schedule 2	7
14	General	7

14.1	Choice of law (Governing law)	7
14.2	Choice of jurisdiction	7
14.3	Further assurances	7
14.4	Counterparts	7
14.5	Time of essence	7
14.6	Waiver	7
14.7	Severability	8
14.8	Variation	8
15	Notices	8
15.1	General	8
Schedule 1	Dictionary	9
Schedule 2	Details	13
Execution page		14

Date:

Parties

- 1 **The party named in item 1 of Schedule 2 (ListCo)**
- 2 **The party named in item 2 of Schedule 2 (Holder)**

Background

- A ListCo intends to be admitted to the official list of ASX and proposes to issue Shares pursuant to the Initial Public Offer.
- B In order to give effect to the implementation of the Initial Public Offer, ListCo and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Offer.
- C The Holder holds or will hold the Voluntary Escrow Shares on or around Completion.
- D The Holder agrees to escrow the Voluntary Escrow Shares for the Escrow Period pursuant to the terms of this deed on the basis that ListCo will take the steps necessary to be admitted to the official list of ASX.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

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

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

2 Condition precedent

- (a) The respective rights and obligations of the parties under this deed are conditional upon Completion occurring and the Holder holding Voluntary Escrow Shares immediately following Completion.
- (b) If the condition precedent in paragraph (a) above, or if Completion does not occur, in either case by 31 December 2019, this deed will terminate with immediate effect.

3 Escrow restrictions

3.1 Purpose

The Holders agree to have their Voluntary Escrow Shares subject to the escrow arrangements set out in this deed, including so that investors in ListCo have confidence in investing in ListCo, which is reasonably necessary to implement the Offer.

3.2 Voluntary Escrow Shares

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Shares.

4 Holding Lock

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Shares, which will be registered and held for the Holder on CHESSE or any other register to prevent a Dealing of the Voluntary Escrow Shares.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Shares upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Shares if permitted under clause 4.3.

4.3 Removal of Holding Lock

- (a) Upon request by the Holder, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Shares to the extent necessary to facilitate a Dealing that is permitted under clause 5.
- (b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Shares on the Business Day after the end of the relevant Escrow Period.
- (c) The Company must notify ASX that the Voluntary Escrow Shares will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5 Exceptions

- (a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares if the Dealing arises solely as a result of:
 - (i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Shares, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or
 - (ii) the transfer or cancellation of the Voluntary Escrow Shares in ListCo as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals,

provided, in each case, that if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Shares not so transferred or cancelled.

- (b) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).
- (c) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may encumber any (or all) of its Voluntary Escrow Shares to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:
 - (i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder has in any of its Voluntary Escrow Shares; and
 - (ii) no Voluntary Escrow Shares are to be transferred or delivered to the Financial Institution or any other person in connection with the encumbrance. Any agreement with a Financial Institution must provide that the Voluntary Escrow Shares are to remain in escrow and subject to the terms of this deed as if the Financial Institution were a party to this deed.
- (d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares upon the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Shares.

5.2 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Voluntary Escrow Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Shares during the Escrow Period,

it must notify ListCo as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6 Warranties

6.1 Giving of warranties

Each of the warranties and representations in this clause 6 is given in favour of ListCo:

- (a) as at the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

The warranties and representations in this clause 6 are given in respect of any and all Voluntary Escrow Shares which the Holder holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 5 of this deed.

6.2 Warranties of Holder

The Holder warrants and represents the following:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.
- (e) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 3 of this deed if done or omitted during the Escrow Period;
- (f) no person has, or will have immediately following Completion, any economic or beneficial interest in the Voluntary Escrow Shares other than the Holder;
- (g) no person (other than the Holder) has the power to direct or cause the direction of the management of the Holder, whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or otherwise;
- (h) immediately following Completion, the Holder will hold the Voluntary Escrow Shares as set out in Schedule 2;
- (i) the Holder has not granted any encumbrances or any interests or rights to third parties in respect of the Voluntary Escrow Shares, and will not do so during the Escrow Period (other than permitted by this deed), such that the Voluntary Escrow Shares are free from all encumbrances and other third party interests or rights;
- (j) the Voluntary Escrow Shares will, immediately following Completion, be all of the securities, economic interests or other interests that the Holder directly or indirectly has in ListCo; and

- (k) if the Holder is a Trustee:
 - (i) the Trustee is the sole trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove or replace it as trustee of the Trust;
 - (ii) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
 - (iii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 6 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 6 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Shares, including (without limitation) by:

- (a) exercising any voting rights attaching to Voluntary Escrow Shares;
- (b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Shares; and
- (c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Shares.

8 Breach

8.1 Prevention of anticipated breach

If it appears to ListCo that the Holder may breach this deed, ListCo may take any steps necessary to prevent the breach and/or to enforce the deed.

8.2 Consequences of breach

- (a) If the Holder breaches this deed, each of the following applies:
 - (i) ListCo may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

- (ii) ListCo may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of ListCo.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 3.1 and the Holder agrees that ListCo is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligations under clause 3 without proof of actual damage and without prejudice to any of its other rights or remedies.
- (c) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to ListCo and other third parties.

9 Amendment

Subject to clause 13, this deed can only be amended or replaced by another deed executed by the parties.

10 Termination

This deed terminates automatically if:

- (a) ListCo withdraws the Initial Public Offer; or
- (b) ListCo is not admitted to the official list of ASX by 31 December 2019; or
- (c) otherwise when the Holding Lock is released in full in respect of all Voluntary Escrow Shares.

11 Capacity

If the Holder has entered into this deed as a trustee:

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 11 but subject to clause 11(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;
- (b) subject to clause 11(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and
- (c) the provisions of this clause 11 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

12 Release of results

ListCo agrees to release its full year results for the period ending 30 June 2020 in accordance with the timeframes required by the Corporations Act and ASX Listing Rules.

13 ListCo to complete Schedule 2

Each party authorises ListCo (or any person delegated such authority in writing by ListCo) to insert in Schedule 2 (**Details**), after execution of this deed by each party:

- (a) the particulars of Voluntary Escrow Shares in item 4 of Schedule 2; and
 - (b) any other details necessary to complete Schedule 2.
-

14 General

14.1 Choice of law (Governing law)

This deed is governed by the laws of New South Wales, Australia.

14.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, including, for the avoidance of doubt, the Federal Court of Australia sitting in New South Wales, Australia.

14.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

14.4 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts.

14.5 Time of essence

Time is of the essence to this deed.

14.6 Waiver

- (a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.
- (c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

14.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

14.8 Variation

No variation of this deed is effective unless made in writing and signed by each party.

15 Notices

15.1 General

- (a) Unless expressly stated otherwise in this deed a notice, consent or other communication given under this deed including, but not limited to, a request, certificate, demand, consent, waiver or approval, to or by a party to this deed (**Notice**):
 - (i) must be in legible writing and in English;
 - (ii) must be addressed to the party to whom it is to be given (**Addressee**) at the address set out below or to any other address a party notifies to the other under this clause:
 - (A) if to ListCo:

Address: Level 3, 131 Macquarie Street, Sydney NSW 2000
Attention: Clayton Howes
Position: Chief Executive Officer
Email: clayton@moneyme.com.au
 - (B) if to the Holder:

Address: 12/38 Ramsgate Avenue, Bondi Beach NSW 2026
Attention: Roberto Boschioli
Email: roberto@moneume.com.au
 - (iii) must be signed by or on behalf of the sender (if an individual) or an Officer of the sender;
 - (iv) must be either:
 - (A) delivered by hand or sent by pre-paid mail (by airmail if sent to or from a place outside of Australia) to the Addressee; or
 - (B) sent by email to the Addressee's email address; and
 - (v) is deemed to be received by the Addressee in accordance with clause 15.1(c).
- (b) If:
 - (i) a party changes its address and fails to notify the other party of this change and the new address, delivery of Notices marked to the attention of the

Addressee at that new address is deemed compliant with the notice obligations under this clause;

- (ii) an individual named in clause 15.1 ceases to work in the role specified or ceases to work for the Addressee and the Addressee fails to notify the other party of an alternative individual, delivery of notices marked to the attention of an individual in the same or equivalent role at that party is deemed compliant with the notice obligations under this clause;
- (c) Without limiting any other means by which the sender may be able to prove that a Notice has been received by the Addressee, a Notice is deemed to be received:
 - (i) if sent by hand, when delivered to the Addressee;
 - (ii) if sent by post, on the 6th Business Day after the date of posting, or if to or from a place outside Australia, on the 10th Business Day after the date of posting; or
 - (iii) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Addressee's time), it is deemed to be received at 9.00am on the following Business Day.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

Affiliate means any Related Body Corporate.

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

ASX Listing Rules means the listing rules of ASX.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

Completion has the meaning given in the Implementation Deed.

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

Dealing, in respect of any Voluntary Escrow Shares, means to directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Share;
- (b) encumber or grant a security interest over such Voluntary Escrow Share or any legal, beneficial or economic interest in that Voluntary Escrow Share;
- (c) grant or exercise an option in respect of such Voluntary Escrow Share;
- (d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Share; or
- (e) agree to do any of those things,

and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Shares are escrowed as set out in item 3 of Schedule 2.

Financial Institution has the meaning given to that term in section 5(c).

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

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Implementation Deed means the Implementation Deed between ListCo, MoneyMe Financial Group Pty Ltd and others dated on or about the date of this deed.

Initial Public Offer means the proposed initial public offering of Shares by ListCo.

Issue Date means the date Shares are issued pursuant to the prospectus to be issued by ListCo in connection with the Initial Public Offer.

Listing means the time of admission of ListCo to the official list of the ASX and commencement of quotation of ListCo's Shares.

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

Takeover Bid has the meaning given in the Corporations Act.

Trust has the meaning given in clause 6.2(k).

Trustee has the meaning given in clause 6.2(k).

Voluntary Escrow Shares means:

- (a) in relation to a Holder, the Shares specified in item 2 of Schedule 2 (**Details**); and
- (b) any securities attaching to or arising out of those Shares.

2 Interpretation

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

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;
 - (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its agents, successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
 - (vi) this deed includes all schedules and attachments to it;
 - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;
 - (viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;
 - (ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
 - (x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;
- (g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;
- (i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

- (j) in determining the time of day where relevant to this deed, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;
 - (k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and
 - (l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.
-

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as ListCo is listed on the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 ListCo

MoneyMe Limited (ACN 636 747 414) of Level 3, 131 Macquarie Street, Sydney NSW 2000.

2 Holder

Roberto Boschioli of 12/38 Ramsgate Avenue, Bondi Beach NSW 2026.

3 Escrow Period

The period commencing on the Issue Date and continuing until the start of the second trading day after the date on which the Company releases its annual financial results for the financial year ending 30 June 2020 to ASX.

4 Particulars of Voluntary Escrow Shares

Voluntary Escrow Shares	294,219
-------------------------	---------

Execution page

Executed as a deed.

ListCo

Signed, sealed and delivered by **MoneyMe Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

Clayton Howes

Name of director (print)



Signature of ~~director~~/secretary

Justin Clyne

Name of ~~director~~/secretary (print)

Holder

Signed, sealed and delivered by **Roberto Boschioli** in the presence of:

MS Grewal

Signature of witness

Robt Boschioli

Signature of **Roberto Boschioli**

Manvinder Grewal

Name of witness (print)

Voluntary escrow deed

MoneyMe Limited

The party specified in Item 2 of Schedule 2

Contents

Page

1	Defined terms and interpretation	1
1.1	Definitions in the Dictionary	1
1.2	Interpretation	1
2	Condition precedent	1
3	Escrow restrictions	2
3.1	Purpose	2
3.2	Voluntary Escrow Shares	2
4	Holding Lock	2
4.1	Agreement to Holding Lock	2
4.2	Application of Holding Lock	2
4.3	Removal of Holding Lock	2
5	Exceptions	2
5.2	Notice	3
6	Warranties	3
6.1	Giving of warranties	3
6.2	Warranties of Holder	4
6.3	Breach of warranties	5
6.4	Survival of warranties and representations	5
7	Permitted dealings with the Voluntary Escrow Shares	5
8	Breach	5
8.1	Prevention of anticipated breach	5
8.2	Consequences of breach	5
9	Amendment	6
10	Termination	6
11	Capacity	6
12	Release of results	7
13	ListCo to complete Schedule 2	7
14	General	7

14.1	Choice of law (Governing law)	7
14.2	Choice of jurisdiction	7
14.3	Further assurances	7
14.4	Counterparts	7
14.5	Time of essence	7
14.6	Waiver	7
14.7	Severability	8
14.8	Variation	8
15	Notices	8
15.1	General	8
Schedule 1	Dictionary	9
Schedule 2	Details	13
Execution page		14

Parties

- 1 The party named in item 1 of Schedule 2 (ListCo)
- 2 The party named in item 2 of Schedule 2 (Holder)

Background

- A ListCo intends to be admitted to the official list of ASX and proposes to issue Shares pursuant to the Initial Public Offer.
- B In order to give effect to the implementation of the Initial Public Offer, ListCo and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Offer.
- C The Holder holds or will hold the Voluntary Escrow Shares on or around Completion.
- D The Holder agrees to escrow the Voluntary Escrow Shares for the Escrow Period pursuant to the terms of this deed on the basis that ListCo will take the steps necessary to be admitted to the official list of ASX.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

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

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

2 Condition precedent

- (a) The respective rights and obligations of the parties under this deed are conditional upon Completion occurring and the Holder holding Voluntary Escrow Shares immediately following Completion.
- (b) If the condition precedent in paragraph (a) above, or if Completion does not occur, in either case by 31 December 2019, this deed will terminate with immediate effect.

3 Escrow restrictions

3.1 Purpose

The Holders agree to have their Voluntary Escrow Shares subject to the escrow arrangements set out in this deed, including so that investors in ListCo have confidence in investing in ListCo, which is reasonably necessary to implement the Offer.

3.2 Voluntary Escrow Shares

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Shares.

4 Holding Lock

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Shares, which will be registered and held for the Holder on CHESSE or any other register to prevent a Dealing of the Voluntary Escrow Shares.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Shares upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Shares if permitted under clause 4.3.

4.3 Removal of Holding Lock

- (a) Upon request by the Holder, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Shares to the extent necessary to facilitate a Dealing that is permitted under clause 5.
- (b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Shares on the Business Day after the end of the relevant Escrow Period.
- (c) The Company must notify ASX that the Voluntary Escrow Shares will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5 Exceptions

- (a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares if the Dealing arises solely as a result of:
 - (i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Shares, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or
 - (ii) the transfer or cancellation of the Voluntary Escrow Shares in ListCo as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals,

provided, in each case, that if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Shares not so transferred or cancelled.

- (b) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).
- (c) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may encumber any (or all) of its Voluntary Escrow Shares to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:
 - (i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder has in any of its Voluntary Escrow Shares; and
 - (ii) no Voluntary Escrow Shares are to be transferred or delivered to the Financial Institution or any other person in connection with the encumbrance. Any agreement with a Financial Institution must provide that the Voluntary Escrow Shares are to remain in escrow and subject to the terms of this deed as if the Financial Institution were a party to this deed.
- (d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares upon the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Shares.

5.2 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Voluntary Escrow Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Shares during the Escrow Period,

it must notify ListCo as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6 Warranties

6.1 Giving of warranties

Each of the warranties and representations in this clause 6 is given in favour of ListCo:

- (a) as at the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

The warranties and representations in this clause 6 are given in respect of any and all Voluntary Escrow Shares which the Holder holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 5 of this deed.

6.2 Warranties of Holder

The Holder warrants and represents the following:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.
- (e) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 3 of this deed if done or omitted during the Escrow Period;
- (f) no person has, or will have immediately following Completion, any economic or beneficial interest in the Voluntary Escrow Shares other than the Holder;
- (g) no person (other than the Holder) has the power to direct or cause the direction of the management of the Holder, whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or otherwise;
- (h) immediately following Completion, the Holder will hold the Voluntary Escrow Shares as set out in Schedule 2;
- (i) the Holder has not granted any encumbrances or any interests or rights to third parties in respect of the Voluntary Escrow Shares, and will not do so during the Escrow Period (other than permitted by this deed), such that the Voluntary Escrow Shares are free from all encumbrances and other third party interests or rights;
- (j) the Voluntary Escrow Shares will, immediately following Completion, be all of the securities, economic interests or other interests that the Holder directly or indirectly has in ListCo; and

- (k) if the Holder is a Trustee:
 - (i) the Trustee is the sole trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove or replace it as trustee of the Trust;
 - (ii) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
 - (iii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 6 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 6 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Shares, including (without limitation) by:

- (a) exercising any voting rights attaching to Voluntary Escrow Shares;
- (b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Shares; and
- (c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Shares.

8 Breach

8.1 Prevention of anticipated breach

If it appears to ListCo that the Holder may breach this deed, ListCo may take any steps necessary to prevent the breach and/or to enforce the deed.

8.2 Consequences of breach

- (a) If the Holder breaches this deed, each of the following applies:
 - (i) ListCo may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

- (ii) ListCo may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of ListCo.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 3.1 and the Holder agrees that ListCo is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligations under clause 3 without proof of actual damage and without prejudice to any of its other rights or remedies.
- (c) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to ListCo and other third parties.

9 Amendment

Subject to clause 13, this deed can only be amended or replaced by another deed executed by the parties.

10 Termination

This deed terminates automatically if:

- (a) ListCo withdraws the Initial Public Offer; or
- (b) ListCo is not admitted to the official list of ASX by 31 December 2019; or
- (c) otherwise when the Holding Lock is released in full in respect of all Voluntary Escrow Shares.

11 Capacity

If the Holder has entered into this deed as a trustee:

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 11 but subject to clause 11(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;
- (b) subject to clause 11(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and
- (c) the provisions of this clause 11 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

12 Release of results

ListCo agrees to release its full year results for the period ending 30 June 2020 in accordance with the timeframes required by the Corporations Act and ASX Listing Rules.

13 ListCo to complete Schedule 2

Each party authorises ListCo (or any person delegated such authority in writing by ListCo) to insert in Schedule 2 (**Details**), after execution of this deed by each party:

- (a) the particulars of Voluntary Escrow Shares in item 4 of Schedule 2; and
 - (b) any other details necessary to complete Schedule 2.
-

14 General

14.1 Choice of law (Governing law)

This deed is governed by the laws of New South Wales, Australia.

14.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, including, for the avoidance of doubt, the Federal Court of Australia sitting in New South Wales, Australia.

14.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

14.4 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts.

14.5 Time of essence

Time is of the essence to this deed.

14.6 Waiver

- (a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.
- (c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

14.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

14.8 Variation

No variation of this deed is effective unless made in writing and signed by each party.

15 Notices

15.1 General

- (a) Unless expressly stated otherwise in this deed a notice, consent or other communication given under this deed including, but not limited to, a request, certificate, demand, consent, waiver or approval, to or by a party to this deed (**Notice**):
 - (i) must be in legible writing and in English;
 - (ii) must be addressed to the party to whom it is to be given (**Addressee**) at the address set out below or to any other address a party notifies to the other under this clause:
 - (A) if to ListCo:

Address: Level 3, 131 Macquarie Street, Sydney NSW 2000
Attention: Clayton Howes
Position: Chief Executive Officer
Email: clayton@moneyme.com.au
 - (B) if to the Holder:

Address: 16/1 Market Street, Sydney NSW 2000
Attention: Peter Coad
Email: peter@bunjicapital.com
 - (iii) must be signed by or on behalf of the sender (if an individual) or an Officer of the sender;
 - (iv) must be either:
 - (A) delivered by hand or sent by pre-paid mail (by airmail if sent to or from a place outside of Australia) to the Addressee; or
 - (B) sent by email to the Addressee's email address; and
 - (v) is deemed to be received by the Addressee in accordance with clause 15.1(c).
- (b) If:
 - (i) a party changes its address and fails to notify the other party of this change and the new address, delivery of Notices marked to the attention of the

Addressee at that new address is deemed compliant with the notice obligations under this clause;

- (ii) an individual named in clause 15.1 ceases to work in the role specified or ceases to work for the Addressee and the Addressee fails to notify the other party of an alternative individual, delivery of notices marked to the attention of an individual in the same or equivalent role at that party is deemed compliant with the notice obligations under this clause;
- (c) Without limiting any other means by which the sender may be able to prove that a Notice has been received by the Addressee, a Notice is deemed to be received:
 - (i) if sent by hand, when delivered to the Addressee;
 - (ii) if sent by post, on the 6th Business Day after the date of posting, or if to or from a place outside Australia, on the 10th Business Day after the date of posting; or
 - (iii) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Addressee's time), it is deemed to be received at 9.00am on the following Business Day.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

Affiliate means any Related Body Corporate.

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

ASX Listing Rules means the listing rules of ASX.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

Completion has the meaning given in the Implementation Deed.

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

Dealing, in respect of any Voluntary Escrow Shares, means to directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Share;
- (b) encumber or grant a security interest over such Voluntary Escrow Share or any legal, beneficial or economic interest in that Voluntary Escrow Share;
- (c) grant or exercise an option in respect of such Voluntary Escrow Share;
- (d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Share; or
- (e) agree to do any of those things,

and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Shares are escrowed as set out in item 3 of Schedule 2.

Financial Institution has the meaning given to that term in section 5(c).

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

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Implementation Deed means the Implementation Deed between ListCo, MoneyMe Financial Group Pty Ltd and others dated on or about the date of this deed.

Initial Public Offer means the proposed initial public offering of Shares by ListCo.

Issue Date means the date Shares are issued pursuant to the prospectus to be issued by ListCo in connection with the Initial Public Offer.

Listing means the time of admission of ListCo to the official list of the ASX and commencement of quotation of ListCo's Shares.

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

Takeover Bid has the meaning given in the Corporations Act.

Trust has the meaning given in clause 6.2(k).

Trustee has the meaning given in clause 6.2(k).

Voluntary Escrow Shares means:

- (a) in relation to a Holder, the Shares specified in item 2 of Schedule 2 (**Details**); and
- (b) any securities attaching to or arising out of those Shares.

2 Interpretation

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

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;
 - (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its agents, successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
 - (vi) this deed includes all schedules and attachments to it;
 - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;
 - (viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;
 - (ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
 - (x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;
- (g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;
- (i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

- (j) in determining the time of day where relevant to this deed, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;
 - (k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and
 - (l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.
-

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as ListCo is listed on the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 ListCo

MoneyMe Limited (ACN 636 747 414) of Level 3, 131 Macquarie Street, Sydney NSW 2000.

2 Holder

Rustica Pty Limited (ACN 103 375 202) as trustee of the Coad Family Trust of 16/1 Market Street, Sydney NSW 2000

3 Escrow Period

The period commencing on the Issue Date and continuing until the start of the second trading day after the date on which the Company releases its annual financial results for the financial year ending 30 June 2020 to ASX

4 Particulars of Voluntary Escrow Shares

Voluntary Escrow Shares	662,126
-------------------------	---------

Execution page

Executed as a deed.

ListCo

Signed, sealed and delivered by **MoneyMe Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

Clayton Howes

Name of director (print)



Signature of ~~director~~/secretary

Justin Clyne

Name of ~~director~~/secretary (print)

Holder

Signed, sealed and delivered by **Rustica Pty Limited** in its capacity as trustee of **Coad Family Trust** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

PETER G. COAD

Name of director (print)



Signature of director/secretary

HELEN J. COAD

Name of director/secretary (print)

Voluntary escrow deed

MoneyMe Limited

The party specified in Item 2 of Schedule 2

Contents

	Page
1 Defined terms and interpretation	1
1.1 Definitions in the Dictionary	1
1.2 Interpretation	1
2 Condition precedent	1
3 Escrow restrictions	2
3.1 Purpose	2
3.2 Voluntary Escrow Shares	2
4 Holding Lock	2
4.1 Agreement to Holding Lock	2
4.2 Application of Holding Lock	2
4.3 Removal of Holding Lock	2
5 Exceptions	2
5.2 Notice	3
6 Warranties	3
6.1 Giving of warranties	3
6.2 Warranties of Holder	4
6.3 Breach of warranties	5
6.4 Survival of warranties and representations	5
7 Permitted dealings with the Voluntary Escrow Shares	5
8 Breach	5
8.1 Prevention of anticipated breach	5
8.2 Consequences of breach	5
9 Amendment	6
10 Termination	6
11 Capacity	6
12 Release of results	7
13 ListCo to complete Schedule 2	7
14 General	7

14.1	Choice of law (Governing law)	7
14.2	Choice of jurisdiction	7
14.3	Further assurances	7
14.4	Counterparts	7
14.5	Time of essence	7
14.6	Waiver	7
14.7	Severability	8
14.8	Variation	8
15	Notices	8
15.1	General	8
Schedule 1	Dictionary	9
Schedule 2	Details	13
	Execution page	14

Parties

- 1 The party named in item 1 of Schedule 2 (ListCo)
- 2 The party named in item 2 of Schedule 2 (Holder)

Background

- A ListCo intends to be admitted to the official list of ASX and proposes to issue Shares pursuant to the Initial Public Offer.
- B In order to give effect to the implementation of the Initial Public Offer, ListCo and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Offer.
- C The Holder holds or will hold the Voluntary Escrow Shares on or around Completion.
- D The Holder agrees to escrow the Voluntary Escrow Shares for the Escrow Period pursuant to the terms of this deed on the basis that ListCo will take the steps necessary to be admitted to the official list of ASX.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

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

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

2 Condition precedent

- (a) The respective rights and obligations of the parties under this deed are conditional upon Completion occurring and the Holder holding Voluntary Escrow Shares immediately following Completion.
- (b) If the condition precedent in paragraph (a) above, or if Completion does not occur, in either case by 31 December 2019, this deed will terminate with immediate effect.

3 Escrow restrictions

3.1 Purpose

The Holders agree to have their Voluntary Escrow Shares subject to the escrow arrangements set out in this deed, including so that investors in ListCo have confidence in investing in ListCo, which is reasonably necessary to implement the Offer.

3.2 Voluntary Escrow Shares

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Shares.

4 Holding Lock

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Shares, which will be registered and held for the Holder on CHESS or any other register to prevent a Dealing of the Voluntary Escrow Shares.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Shares upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Shares if permitted under clause 4.3.

4.3 Removal of Holding Lock

- (a) Upon request by the Holder, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Shares to the extent necessary to facilitate a Dealing that is permitted under clause 5.
- (b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Shares on the Business Day after the end of the relevant Escrow Period.
- (c) The Company must notify ASX that the Voluntary Escrow Shares will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5 Exceptions

- (a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares if the Dealing arises solely as a result of:
 - (i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Shares, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or
 - (ii) the transfer or cancellation of the Voluntary Escrow Shares in ListCo as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals,

provided, in each case, that if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Shares not so transferred or cancelled.

- (b) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).
- (c) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may encumber any (or all) of its Voluntary Escrow Shares to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:
 - (i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder has in any of its Voluntary Escrow Shares; and
 - (ii) no Voluntary Escrow Shares are to be transferred or delivered to the Financial Institution or any other person in connection with the encumbrance. Any agreement with a Financial Institution must provide that the Voluntary Escrow Shares are to remain in escrow and subject to the terms of this deed as if the Financial Institution were a party to this deed.
- (d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares upon the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Shares.

5.2 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Voluntary Escrow Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Shares during the Escrow Period,

it must notify ListCo as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6 Warranties

6.1 Giving of warranties

Each of the warranties and representations in this clause 6 is given in favour of ListCo:

- (a) as at the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

The warranties and representations in this clause 6 are given in respect of any and all Voluntary Escrow Shares which the Holder holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 5 of this deed.

6.2 Warranties of Holder

The Holder warrants and represents the following:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.
- (e) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 3 of this deed if done or omitted during the Escrow Period;
- (f) no person has, or will have immediately following Completion, any economic or beneficial interest in the Voluntary Escrow Shares other than the Holder;
- (g) no person (other than the Holder) has the power to direct or cause the direction of the management of the Holder, whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or otherwise;
- (h) immediately following Completion, the Holder will hold the Voluntary Escrow Shares as set out in Schedule 2;
- (i) the Holder has not granted any encumbrances or any interests or rights to third parties in respect of the Voluntary Escrow Shares, and will not do so during the Escrow Period (other than permitted by this deed), such that the Voluntary Escrow Shares are free from all encumbrances and other third party interests or rights;
- (j) the Voluntary Escrow Shares will, immediately following Completion, be all of the securities, economic interests or other interests that the Holder directly or indirectly has in ListCo; and

- (k) if the Holder is a Trustee:
 - (i) the Trustee is the sole trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove or replace it as trustee of the Trust;
 - (ii) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
 - (iii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 6 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 6 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Shares, including (without limitation) by:

- (a) exercising any voting rights attaching to Voluntary Escrow Shares;
- (b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Shares; and
- (c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Shares.

8 Breach

8.1 Prevention of anticipated breach

If it appears to ListCo that the Holder may breach this deed, ListCo may take any steps necessary to prevent the breach and/or to enforce the deed.

8.2 Consequences of breach

- (a) If the Holder breaches this deed, each of the following applies:
 - (i) ListCo may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

- (ii) ListCo may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of ListCo.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 3.1 and the Holder agrees that ListCo is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligations under clause 3 without proof of actual damage and without prejudice to any of its other rights or remedies.
- (c) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to ListCo and other third parties.

9 Amendment

Subject to clause 13, this deed can only be amended or replaced by another deed executed by the parties.

10 Termination

This deed terminates automatically if:

- (a) ListCo withdraws the Initial Public Offer; or
- (b) ListCo is not admitted to the official list of ASX by 31 December 2019; or
- (c) otherwise when the Holding Lock is released in full in respect of all Voluntary Escrow Shares.

11 Capacity

If the Holder has entered into this deed as a trustee:

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 11 but subject to clause 11(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;
- (b) subject to clause 11(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and
- (c) the provisions of this clause 11 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

12 Release of results

ListCo agrees to release its full year results for the period ending 30 June 2020 in accordance with the timeframes required by the Corporations Act and ASX Listing Rules.

13 ListCo to complete Schedule 2

Each party authorises ListCo (or any person delegated such authority in writing by ListCo) to insert in Schedule 2 (**Details**), after execution of this deed by each party:

- (a) the particulars of Voluntary Escrow Shares in item 4 of Schedule 2; and
 - (b) any other details necessary to complete Schedule 2.
-

14 General

14.1 Choice of law (Governing law)

This deed is governed by the laws of New South Wales, Australia.

14.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, including, for the avoidance of doubt, the Federal Court of Australia sitting in New South Wales, Australia.

14.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

14.4 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts.

14.5 Time of essence

Time is of the essence to this deed.

14.6 Waiver

- (a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.
- (c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

14.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

14.8 Variation

No variation of this deed is effective unless made in writing and signed by each party.

15 Notices

15.1 General

- (a) Unless expressly stated otherwise in this deed a notice, consent or other communication given under this deed including, but not limited to, a request, certificate, demand, consent, waiver or approval, to or by a party to this deed (**Notice**):
 - (i) must be in legible writing and in English;
 - (ii) must be addressed to the party to whom it is to be given (**Addressee**) at the address set out below or to any other address a party notifies to the other under this clause:
 - (A) if to ListCo:

Address: Level 3, 131 Macquarie Street, Sydney NSW 2000
Attention: Clayton Howes
Position: Chief Executive Officer
Email: clayton@money.me.com.au
 - (B) if to the Holder:

Address: 83 Livingstone Road, Petersham NSW 2049
Attention: Siddharth Bhardwaj
Email: siddharth@money.me.com.au
 - (iii) must be signed by or on behalf of the sender (if an individual) or an Officer of the sender;
 - (iv) must be either:
 - (A) delivered by hand or sent by pre-paid mail (by airmail if sent to or from a place outside of Australia) to the Addressee; or
 - (B) sent by email to the Addressee's email address; and
 - (v) is deemed to be received by the Addressee in accordance with clause 15.1(c).
- (b) If:
 - (i) a party changes its address and fails to notify the other party of this change and the new address, delivery of Notices marked to the attention of the

Addressee at that new address is deemed compliant with the notice obligations under this clause;

- (ii) an individual named in clause 15.1 ceases to work in the role specified or ceases to work for the Addressee and the Addressee fails to notify the other party of an alternative individual, delivery of notices marked to the attention of an individual in the same or equivalent role at that party is deemed compliant with the notice obligations under this clause;
- (c) Without limiting any other means by which the sender may be able to prove that a Notice has been received by the Addressee, a Notice is deemed to be received:
 - (i) if sent by hand, when delivered to the Addressee;
 - (ii) if sent by post, on the 6th Business Day after the date of posting, or if to or from a place outside Australia, on the 10th Business Day after the date of posting; or
 - (iii) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Addressee's time), it is deemed to be received at 9.00am on the following Business Day.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

Affiliate means any Related Body Corporate.

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

ASX Listing Rules means the listing rules of ASX.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

Completion has the meaning given in the Implementation Deed.

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

Dealing, in respect of any Voluntary Escrow Shares, means to directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Share;
- (b) encumber or grant a security interest over such Voluntary Escrow Share or any legal, beneficial or economic interest in that Voluntary Escrow Share;
- (c) grant or exercise an option in respect of such Voluntary Escrow Share;
- (d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Share; or
- (e) agree to do any of those things,

and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Shares are escrowed as set out in item 3 of Schedule 2.

Financial Institution has the meaning given to that term in section 5(c).

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

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Implementation Deed means the Implementation Deed between ListCo, MoneyMe Financial Group Pty Ltd and others dated on or about the date of this deed.

Initial Public Offer means the proposed initial public offering of Shares by ListCo.

Issue Date means the date Shares are issued pursuant to the prospectus to be issued by ListCo in connection with the Initial Public Offer.

Listing means the time of admission of ListCo to the official list of the ASX and commencement of quotation of ListCo's Shares.

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

Takeover Bid has the meaning given in the Corporations Act.

Trust has the meaning given in clause 6.2(k).

Trustee has the meaning given in clause 6.2(k).

Voluntary Escrow Shares means:

- (a) in relation to a Holder, the Shares specified in item 2 of Schedule 2 (**Details**); and
- (b) any securities attaching to or arising out of those Shares.

2 Interpretation

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

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;
 - (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its agents, successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
 - (vi) this deed includes all schedules and attachments to it;
 - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;
 - (viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;
 - (ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
 - (x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;
- (g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;
- (i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

- (j) in determining the time of day where relevant to this deed, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;
- (k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and
- (l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as ListCo is listed on the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 ListCo

MoneyMe Limited (ACN 636 747 414) of Level 3, 131 Macquarie Street, Sydney NSW 2000.

2 Holder

Siddharth Bhardwaj of 83 Livingstone Road, Petersham NSW 2049.

3 Escrow Period

The period commencing on the Issue Date and continuing until the start of the second trading day after the date on which the Company releases its annual financial results for the financial year ending 30 June 2020 to ASX.

4 Particulars of Voluntary Escrow Shares


Voluntary Escrow Shares	16,000
-------------------------	--------

Execution page

Executed as a deed.

ListCo

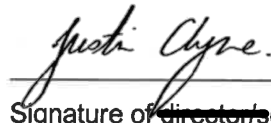
Signed, sealed and delivered by **MoneyMe Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

 Type text here

Signature of director

Clayton Howes

Name of director (print)



Signature of ~~director~~/secretary

Justin Clyne

Name of ~~director~~/secretary (print)

Holder

Signed, sealed and delivered by **Siddharth Bhardwaj** in the presence of:

AARON Bassin

Signature of witness

ABassin

Name of witness (print)

[Signature]

Signature of **Siddharth Bhardwaj**

Voluntary escrow deed

MoneyMe Limited

The party specified in Item 2 of Schedule 2

Contents

Page

1	Defined terms and interpretation	1
1.1	Definitions in the Dictionary	1
1.2	Interpretation	1
2	Condition precedent	1
3	Escrow restrictions	2
3.1	Purpose	2
3.2	Voluntary Escrow Shares	2
4	Holding Lock	2
4.1	Agreement to Holding Lock	2
4.2	Application of Holding Lock	2
4.3	Removal of Holding Lock	2
5	Exceptions	2
5.2	Notice	3
6	Warranties	3
6.1	Giving of warranties	3
6.2	Warranties of Holder	4
6.3	Breach of warranties	5
6.4	Survival of warranties and representations	5
7	Permitted dealings with the Voluntary Escrow Shares	5
8	Breach	5
8.1	Prevention of anticipated breach	5
8.2	Consequences of breach	5
9	Amendment	6
10	Termination	6
11	Capacity	6
12	Release of results	7
13	ListCo to complete Schedule 2	7
14	General	7

14.1	Choice of law (Governing law)	7
14.2	Choice of jurisdiction	7
14.3	Further assurances	7
14.4	Counterparts	7
14.5	Time of essence	7
14.6	Waiver	7
14.7	Severability	8
14.8	Variation	8
15	Notices	8
15.1	General	8
Schedule 1	Dictionary	9
Schedule 2	Details	13
Execution page		14

Date:

Parties

- 1 The party named in item 1 of Schedule 2 (ListCo)
- 2 The party named in item 2 of Schedule 2 (Holder)

Background

- A ListCo intends to be admitted to the official list of ASX and proposes to issue Shares pursuant to the Initial Public Offer.
- B In order to give effect to the implementation of the Initial Public Offer, ListCo and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Offer.
- C The Holder holds or will hold the Voluntary Escrow Shares on or around Completion.
- D The Holder agrees to escrow the Voluntary Escrow Shares for the Escrow Period pursuant to the terms of this deed on the basis that ListCo will take the steps necessary to be admitted to the official list of ASX.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

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

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

2 Condition precedent

- (a) The respective rights and obligations of the parties under this deed are conditional upon Completion occurring and the Holder holding Voluntary Escrow Shares immediately following Completion.
- (b) If the condition precedent in paragraph (a) above, or if Completion does not occur, in either case by 31 December 2019, this deed will terminate with immediate effect.

3 Escrow restrictions

3.1 Purpose

The Holders agree to have their Voluntary Escrow Shares subject to the escrow arrangements set out in this deed, including so that investors in ListCo have confidence in investing in ListCo, which is reasonably necessary to implement the Offer.

3.2 Voluntary Escrow Shares

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Shares.

4 Holding Lock

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Shares, which will be registered and held for the Holder on CHESSE or any other register to prevent a Dealing of the Voluntary Escrow Shares.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Shares upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Shares if permitted under clause 4.3.

4.3 Removal of Holding Lock

- (a) Upon request by the Holder, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Shares to the extent necessary to facilitate a Dealing that is permitted under clause 5.
- (b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Shares on the Business Day after the end of the relevant Escrow Period.
- (c) The Company must notify ASX that the Voluntary Escrow Shares will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5 Exceptions

- (a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares if the Dealing arises solely as a result of:
 - (i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Shares, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or
 - (ii) the transfer or cancellation of the Voluntary Escrow Shares in ListCo as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals,

provided, in each case, that if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Shares not so transferred or cancelled.

- (b) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).
- (c) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may encumber any (or all) of its Voluntary Escrow Shares to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:
 - (i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder has in any of its Voluntary Escrow Shares; and
 - (ii) no Voluntary Escrow Shares are to be transferred or delivered to the Financial Institution or any other person in connection with the encumbrance. Any agreement with a Financial Institution must provide that the Voluntary Escrow Shares are to remain in escrow and subject to the terms of this deed as if the Financial Institution were a party to this deed.
- (d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares upon the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Shares.

5.2 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Voluntary Escrow Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Shares during the Escrow Period,

it must notify ListCo as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6 Warranties

6.1 Giving of warranties

Each of the warranties and representations in this clause 6 is given in favour of ListCo:

- (a) as at the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

The warranties and representations in this clause 6 are given in respect of any and all Voluntary Escrow Shares which the Holder holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 5 of this deed.

6.2 Warranties of Holder

The Holder warrants and represents the following:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.
- (e) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 3 of this deed if done or omitted during the Escrow Period;
- (f) no person has, or will have immediately following Completion, any economic or beneficial interest in the Voluntary Escrow Shares other than the Holder;
- (g) no person (other than the Holder) has the power to direct or cause the direction of the management of the Holder, whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or otherwise;
- (h) immediately following Completion, the Holder will hold the Voluntary Escrow Shares as set out in Schedule 2;
- (i) the Holder has not granted any encumbrances or any interests or rights to third parties in respect of the Voluntary Escrow Shares, and will not do so during the Escrow Period (other than permitted by this deed), such that the Voluntary Escrow Shares are free from all encumbrances and other third party interests or rights;
- (j) the Voluntary Escrow Shares will, immediately following Completion, be all of the securities, economic interests or other interests that the Holder directly or indirectly has in ListCo; and

- (k) if the Holder is a Trustee:
 - (i) the Trustee is the sole trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove or replace it as trustee of the Trust;
 - (ii) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
 - (iii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 6 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 6 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Shares, including (without limitation) by:

- (a) exercising any voting rights attaching to Voluntary Escrow Shares;
- (b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Shares; and
- (c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Shares.

8 Breach

8.1 Prevention of anticipated breach

If it appears to ListCo that the Holder may breach this deed, ListCo may take any steps necessary to prevent the breach and/or to enforce the deed.

8.2 Consequences of breach

- (a) If the Holder breaches this deed, each of the following applies:
 - (i) ListCo may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

- (ii) ListCo may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of ListCo.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 3.1 and the Holder agrees that ListCo is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligations under clause 3 without proof of actual damage and without prejudice to any of its other rights or remedies.
- (c) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to ListCo and other third parties.

9 Amendment

Subject to clause 13, this deed can only be amended or replaced by another deed executed by the parties.

10 Termination

This deed terminates automatically if:

- (a) ListCo withdraws the Initial Public Offer; or
- (b) ListCo is not admitted to the official list of ASX by 31 December 2019; or
- (c) otherwise when the Holding Lock is released in full in respect of all Voluntary Escrow Shares.

11 Capacity

If the Holder has entered into this deed as a trustee:

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 11 but subject to clause 11(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;
- (b) subject to clause 11(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and
- (c) the provisions of this clause 11 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

12 Release of results

ListCo agrees to release its full year results for the period ending 30 June 2020 in accordance with the timeframes required by the Corporations Act and ASX Listing Rules.

13 ListCo to complete Schedule 2

Each party authorises ListCo (or any person delegated such authority in writing by ListCo) to insert in Schedule 2 (**Details**), after execution of this deed by each party:

- (a) the particulars of Voluntary Escrow Shares in item 4 of Schedule 2; and
 - (b) any other details necessary to complete Schedule 2.
-

14 General

14.1 Choice of law (Governing law)

This deed is governed by the laws of New South Wales, Australia.

14.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, including, for the avoidance of doubt, the Federal Court of Australia sitting in New South Wales, Australia.

14.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

14.4 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts.

14.5 Time of essence

Time is of the essence to this deed.

14.6 Waiver

- (a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.
- (c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

14.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

14.8 Variation

No variation of this deed is effective unless made in writing and signed by each party.

15 Notices

15.1 General

- (a) Unless expressly stated otherwise in this deed a notice, consent or other communication given under this deed including, but not limited to, a request, certificate, demand, consent, waiver or approval, to or by a party to this deed (**Notice**):
 - (i) must be in legible writing and in English;
 - (ii) must be addressed to the party to whom it is to be given (**Addressee**) at the address set out below or to any other address a party notifies to the other under this clause:
 - (A) if to ListCo:

Address: Level 3, 131 Macquarie Street, Sydney NSW 2000
Attention: Clayton Howes
Position: Chief Executive Officer
Email: clayton@moneyme.com.au
 - (B) if to the Holder:

Address: 60 Tivoli Road, South Yarra VIC 3141
Attention: Jonathan Lechte
Email: jon@3rdreturn.com
 - (iii) must be signed by or on behalf of the sender (if an individual) or an Officer of the sender;
 - (iv) must be either:
 - (A) delivered by hand or sent by pre-paid mail (by airmail if sent to or from a place outside of Australia) to the Addressee; or
 - (B) sent by email to the Addressee's email address; and
 - (v) is deemed to be received by the Addressee in accordance with clause 15.1(c).
- (b) If:
 - (i) a party changes its address and fails to notify the other party of this change and the new address, delivery of Notices marked to the attention of the

Addressee at that new address is deemed compliant with the notice obligations under this clause;

- (ii) an individual named in clause 15.1 ceases to work in the role specified or ceases to work for the Addressee and the Addressee fails to notify the other party of an alternative individual, delivery of notices marked to the attention of an individual in the same or equivalent role at that party is deemed compliant with the notice obligations under this clause;
- (c) Without limiting any other means by which the sender may be able to prove that a Notice has been received by the Addressee, a Notice is deemed to be received:
 - (i) if sent by hand, when delivered to the Addressee;
 - (ii) if sent by post, on the 6th Business Day after the date of posting, or if to or from a place outside Australia, on the 10th Business Day after the date of posting; or
 - (iii) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Addressee's time), it is deemed to be received at 9.00am on the following Business Day.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

Affiliate means any Related Body Corporate.

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

ASX Listing Rules means the listing rules of ASX.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

Completion has the meaning given in the Implementation Deed.

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

Dealing, in respect of any Voluntary Escrow Shares, means to directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Share;
- (b) encumber or grant a security interest over such Voluntary Escrow Share or any legal, beneficial or economic interest in that Voluntary Escrow Share;
- (c) grant or exercise an option in respect of such Voluntary Escrow Share;
- (d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Share; or
- (e) agree to do any of those things,

and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Shares are escrowed as set out in item 3 of Schedule 2.

Financial Institution has the meaning given to that term in section 5(c).

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

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Implementation Deed means the Implementation Deed between ListCo, MoneyMe Financial Group Pty Ltd and others dated on or about the date of this deed.

Initial Public Offer means the proposed initial public offering of Shares by ListCo.

Issue Date means the date Shares are issued pursuant to the prospectus to be issued by ListCo in connection with the Initial Public Offer.

Listing means the time of admission of ListCo to the official list of the ASX and commencement of quotation of ListCo's Shares.

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

Takeover Bid has the meaning given in the Corporations Act.

Trust has the meaning given in clause 6.2(k).

Trustee has the meaning given in clause 6.2(k).

Voluntary Escrow Shares means:

- (a) in relation to a Holder, the Shares specified in item 2 of Schedule 2 (**Details**); and
- (b) any securities attaching to or arising out of those Shares.

2 Interpretation

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

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;
 - (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its agents, successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
 - (vi) this deed includes all schedules and attachments to it;
 - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;
 - (viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;
 - (ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
 - (x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;
- (g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;
- (i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

- (j) in determining the time of day where relevant to this deed, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;
 - (k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and
 - (l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.
-

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as ListCo is listed on the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 ListCo

MoneyMe Limited (ACN 636 747 414) of Level 3, 131 Macquarie Street, Sydney NSW 2000.

2 Holder

Third Return Pty Ltd (ACN 606 614 751) as trustee of The Third Return Superannuation Fund Pty Ltd of 60 Tivoli Road, South Yarra VIC 3141.

3 Escrow Period

The period commencing on the Issue Date and continuing until the start of the second trading day after the date on which the Company releases its annual financial results for the financial year ending 30 June 2020 to ASX.

4 Particulars of Voluntary Escrow Shares

Voluntary Escrow Shares	662,126
-------------------------	---------

Execution page

Executed as a deed.

ListCo

Signed, sealed and delivered by **MoneyMe Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

Clayton Howes

Name of director (print)



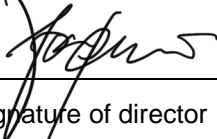
Signature of ~~director~~/secretary

Justin Clyne

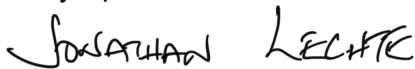
Name of ~~director~~/secretary (print)

Holder

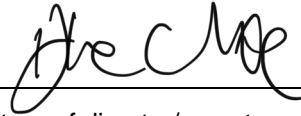
Signed, sealed and delivered by **Third Return Pty Ltd** in its capacity as trustee of **The Third Return Superannuation Fund Pty Ltd** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director



Name of director (print)



Signature of director/secretary



Name of director/secretary (print)

Voluntary escrow deed

MoneyMe Limited

The party specified in Item 2 of Schedule 2

Contents

Page

1	Defined terms and interpretation	1
1.1	Definitions in the Dictionary	1
1.2	Interpretation	1
2	Condition precedent	1
3	Escrow restrictions	2
3.1	Purpose	2
3.2	Voluntary Escrow Shares	2
4	Holding Lock	2
4.1	Agreement to Holding Lock	2
4.2	Application of Holding Lock	2
4.3	Removal of Holding Lock	2
5	Exceptions	2
5.2	Notice	3
6	Warranties	3
6.1	Giving of warranties	3
6.2	Warranties of Holder	4
6.3	Breach of warranties	5
6.4	Survival of warranties and representations	5
7	Permitted dealings with the Voluntary Escrow Shares	5
8	Breach	5
8.1	Prevention of anticipated breach	5
8.2	Consequences of breach	5
9	Amendment	6
10	Termination	6
11	Capacity	6
12	Release of results	7
13	ListCo to complete Schedule 2	7
14	General	7

14.1	Choice of law (Governing law)	7
14.2	Choice of jurisdiction	7
14.3	Further assurances	7
14.4	Counterparts	7
14.5	Time of essence	7
14.6	Waiver	7
14.7	Severability	8
14.8	Variation	8
15	Notices	8
15.1	General	8
Schedule 1 Dictionary		9
Schedule 2 Details		13
Execution page		14

Date:

Parties

- 1 The party named in item 1 of Schedule 2 (ListCo)
- 2 The party named in item 2 of Schedule 2 (Holder)

Background

- A ListCo intends to be admitted to the official list of ASX and proposes to issue Shares pursuant to the Initial Public Offer.
- B In order to give effect to the implementation of the Initial Public Offer, ListCo and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Offer.
- C The Holder holds or will hold the Voluntary Escrow Shares on or around Completion.
- D The Holder agrees to escrow the Voluntary Escrow Shares for the Escrow Period pursuant to the terms of this deed on the basis that ListCo will take the steps necessary to be admitted to the official list of ASX.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

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

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

2 Condition precedent

- (a) The respective rights and obligations of the parties under this deed are conditional upon Completion occurring and the Holder holding Voluntary Escrow Shares immediately following Completion.
- (b) If the condition precedent in paragraph (a) above, or if Completion does not occur, in either case by 31 December 2019, this deed will terminate with immediate effect.

3 Escrow restrictions

3.1 Purpose

The Holders agree to have their Voluntary Escrow Shares subject to the escrow arrangements set out in this deed, including so that investors in ListCo have confidence in investing in ListCo, which is reasonably necessary to implement the Offer.

3.2 Voluntary Escrow Shares

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Shares.

4 Holding Lock

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Shares, which will be registered and held for the Holder on CHESS or any other register to prevent a Dealing of the Voluntary Escrow Shares.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Shares upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Shares if permitted under clause 4.3.

4.3 Removal of Holding Lock

- (a) Upon request by the Holder, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Shares to the extent necessary to facilitate a Dealing that is permitted under clause 5.
- (b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Shares on the Business Day after the end of the relevant Escrow Period.
- (c) The Company must notify ASX that the Voluntary Escrow Shares will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5 Exceptions

- (a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares if the Dealing arises solely as a result of:
 - (i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Shares, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or
 - (ii) the transfer or cancellation of the Voluntary Escrow Shares in ListCo as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals,

provided, in each case, that if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Shares not so transferred or cancelled.

- (b) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).
- (c) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may encumber any (or all) of its Voluntary Escrow Shares to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:
 - (i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder has in any of its Voluntary Escrow Shares; and
 - (ii) no Voluntary Escrow Shares are to be transferred or delivered to the Financial Institution or any other person in connection with the encumbrance. Any agreement with a Financial Institution must provide that the Voluntary Escrow Shares are to remain in escrow and subject to the terms of this deed as if the Financial Institution were a party to this deed.
- (d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares upon the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Shares.

5.2 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Voluntary Escrow Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Shares during the Escrow Period,

it must notify ListCo as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6 Warranties

6.1 Giving of warranties

Each of the warranties and representations in this clause 6 is given in favour of ListCo:

- (a) as at the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

The warranties and representations in this clause 6 are given in respect of any and all Voluntary Escrow Shares which the Holder holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 5 of this deed.

6.2 Warranties of Holder

The Holder warrants and represents the following:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.
- (e) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 3 of this deed if done or omitted during the Escrow Period;
- (f) no person has, or will have immediately following Completion, any economic or beneficial interest in the Voluntary Escrow Shares other than the Holder;
- (g) no person (other than the Holder) has the power to direct or cause the direction of the management of the Holder, whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or otherwise;
- (h) immediately following Completion, the Holder will hold the Voluntary Escrow Shares as set out in Schedule 2;
- (i) the Holder has not granted any encumbrances or any interests or rights to third parties in respect of the Voluntary Escrow Shares, and will not do so during the Escrow Period (other than permitted by this deed), such that the Voluntary Escrow Shares are free from all encumbrances and other third party interests or rights;
- (j) the Voluntary Escrow Shares will, immediately following Completion, be all of the securities, economic interests or other interests that the Holder directly or indirectly has in ListCo; and

- (k) if the Holder is a Trustee:
 - (i) the Trustee is the sole trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove or replace it as trustee of the Trust;
 - (ii) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
 - (iii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 6 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 6 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Shares, including (without limitation) by:

- (a) exercising any voting rights attaching to Voluntary Escrow Shares;
- (b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Shares; and
- (c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Shares.

8 Breach

8.1 Prevention of anticipated breach

If it appears to ListCo that the Holder may breach this deed, ListCo may take any steps necessary to prevent the breach and/or to enforce the deed.

8.2 Consequences of breach

- (a) If the Holder breaches this deed, each of the following applies:
 - (i) ListCo may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

- (ii) ListCo may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of ListCo.
 - (b) The parties agree that damages would be an insufficient remedy for breach of clause 3.1 and the Holder agrees that ListCo is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligations under clause 3 without proof of actual damage and without prejudice to any of its other rights or remedies.
 - (c) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to ListCo and other third parties.
-

9 Amendment

Subject to clause 13, this deed can only be amended or replaced by another deed executed by the parties.

10 Termination

This deed terminates automatically if:

- (a) ListCo withdraws the Initial Public Offer; or
 - (b) ListCo is not admitted to the official list of ASX by 31 December 2019; or
 - (c) otherwise when the Holding Lock is released in full in respect of all Voluntary Escrow Shares.
-

11 Capacity

If the Holder has entered into this deed as a trustee:

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 11 but subject to clause 11(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;
 - (b) subject to clause 11(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and
 - (c) the provisions of this clause 11 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.
-

12 Release of results

ListCo agrees to release its full year results for the period ending 30 June 2020 in accordance with the timeframes required by the Corporations Act and ASX Listing Rules.

13 ListCo to complete Schedule 2

Each party authorises ListCo (or any person delegated such authority in writing by ListCo) to insert in Schedule 2 (**Details**), after execution of this deed by each party:

- (a) the particulars of Voluntary Escrow Shares in item 4 of Schedule 2; and
 - (b) any other details necessary to complete Schedule 2.
-

14 General

14.1 Choice of law (Governing law)

This deed is governed by the laws of New South Wales, Australia.

14.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, including, for the avoidance of doubt, the Federal Court of Australia sitting in New South Wales, Australia.

14.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

14.4 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts.

14.5 Time of essence

Time is of the essence to this deed.

14.6 Waiver

- (a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.
- (c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

14.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

14.8 Variation

No variation of this deed is effective unless made in writing and signed by each party.

15 Notices

15.1 General

- (a) Unless expressly stated otherwise in this deed a notice, consent or other communication given under this deed including, but not limited to, a request, certificate, demand, consent, waiver or approval, to or by a party to this deed (**Notice**):
 - (i) must be in legible writing and in English;
 - (ii) must be addressed to the party to whom it is to be given (**Addressee**) at the address set out below or to any other address a party notifies to the other under this clause:
 - (A) if to ListCo:

Address: Level 3, 131 Macquarie Street, Sydney NSW 2000
Attention: Clayton Howes
Position: Chief Executive Officer
Email: clayton@money.me.com.au
 - (B) if to the Holder:

Address: 205/29-33 Birmingham Street, Sydney NSW 2000
Attention: Victoria Lee
Email: victoria@money.me.com.au
 - (iii) must be signed by or on behalf of the sender (if an individual) or an Officer of the sender;
 - (iv) must be either:
 - (A) delivered by hand or sent by pre-paid mail (by airmail if sent to or from a place outside of Australia) to the Addressee; or
 - (B) sent by email to the Addressee's email address; and
 - (v) is deemed to be received by the Addressee in accordance with clause 15.1(c).
- (b) If:
 - (i) a party changes its address and fails to notify the other party of this change and the new address, delivery of Notices marked to the attention of the

Addressee at that new address is deemed compliant with the notice obligations under this clause;

- (ii) an individual named in clause 15.1 ceases to work in the role specified or ceases to work for the Addressee and the Addressee fails to notify the other party of an alternative individual, delivery of notices marked to the attention of an individual in the same or equivalent role at that party is deemed compliant with the notice obligations under this clause;
- (c) Without limiting any other means by which the sender may be able to prove that a Notice has been received by the Addressee, a Notice is deemed to be received:
 - (i) if sent by hand, when delivered to the Addressee;
 - (ii) if sent by post, on the 6th Business Day after the date of posting, or if to or from a place outside Australia, on the 10th Business Day after the date of posting; or
 - (iii) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Addressee's time), it is deemed to be received at 9.00am on the following Business Day.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

Affiliate means any Related Body Corporate.

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

ASX Listing Rules means the listing rules of ASX.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

Completion has the meaning given in the Implementation Deed.

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

Dealing, in respect of any Voluntary Escrow Shares, means to directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Share;
- (b) encumber or grant a security interest over such Voluntary Escrow Share or any legal, beneficial or economic interest in that Voluntary Escrow Share;
- (c) grant or exercise an option in respect of such Voluntary Escrow Share;
- (d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Share; or
- (e) agree to do any of those things,

and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Shares are escrowed as set out in item 3 of Schedule 2.

Financial Institution has the meaning given to that term in section 5(c).

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

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Implementation Deed means the Implementation Deed between ListCo, MoneyMe Financial Group Pty Ltd and others dated on or about the date of this deed.

Initial Public Offer means the proposed initial public offering of Shares by ListCo.

Issue Date means the date Shares are issued pursuant to the prospectus to be issued by ListCo in connection with the Initial Public Offer.

Listing means the time of admission of ListCo to the official list of the ASX and commencement of quotation of ListCo's Shares.

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

Takeover Bid has the meaning given in the Corporations Act.

Trust has the meaning given in clause 6.2(k).

Trustee has the meaning given in clause 6.2(k).

Voluntary Escrow Shares means:

- (a) in relation to a Holder, the Shares specified in item 2 of Schedule 2 (**Details**); and
- (b) any securities attaching to or arising out of those Shares.

2 Interpretation

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

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;
 - (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its agents, successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
 - (vi) this deed includes all schedules and attachments to it;
 - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;
 - (viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;
 - (ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
 - (x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;
- (g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;
- (i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

- (j) in determining the time of day where relevant to this deed, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;
 - (k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and
 - (l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.
-

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as ListCo is listed on the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 ListCo

MoneyMe Limited (ACN 636 747 414) of Level 3, 131 Macquarie Street, Sydney NSW 2000.

2 Holder

Victoria Lee of 205/29-33 Birmingham Street, Sydney NSW 2000.

3 Escrow Period

The period commencing on the Issue Date and continuing until the start of the second trading day after the date on which the Company releases its annual financial results for the financial year ending 30 June 2020 to ASX.

4 Particulars of Voluntary Escrow Shares

Voluntary Escrow Shares	178,840
-------------------------	---------

Execution page

Executed as a deed.

ListCo

Signed, sealed and delivered by **MoneyMe Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

Clayton Howes

Name of director (print)



Signature of ~~director~~/secretary

Justin Clyne


Name of ~~director~~/secretary (print)

Holder


Signed, sealed and delivered by **Victoria Lee** in
the presence of:



Signature of witness



Signature of **Victoria Lee**



Name of witness (print)

Voluntary escrow deed

MoneyMe Limited

The party specified in Item 2 of Schedule 2

Contents

Page

1	Defined terms and interpretation	1
1.1	Definitions in the Dictionary	1
1.2	Interpretation	1
2	Condition precedent	1
3	Escrow restrictions	2
3.1	Purpose	2
3.2	Voluntary Escrow Shares	2
4	Holding Lock	2
4.1	Agreement to Holding Lock	2
4.2	Application of Holding Lock	2
4.3	Removal of Holding Lock	2
5	Exceptions	2
5.2	Notice	3
6	Warranties	3
6.1	Giving of warranties	3
6.2	Warranties of Holder	4
6.3	Breach of warranties	5
6.4	Survival of warranties and representations	5
7	Permitted dealings with the Voluntary Escrow Shares	5
8	Breach	5
8.1	Prevention of anticipated breach	5
8.2	Consequences of breach	5
9	Amendment	6
10	Termination	6
11	Capacity	6
12	Release of results	7
13	ListCo to complete Schedule 2	7
14	General	7

14.1	Choice of law (Governing law)	7
14.2	Choice of jurisdiction	7
14.3	Further assurances	7
14.4	Counterparts	7
14.5	Time of essence	7
14.6	Waiver	7
14.7	Severability	8
14.8	Variation	8
15	Notices	8
15.1	General	8
Schedule 1	Dictionary	9
Schedule 2	Details	13
Execution page		14

Parties

- 1 The party named in item 1 of Schedule 2 (ListCo)
- 2 The party named in item 2 of Schedule 2 (Holder)

Background

- A ListCo intends to be admitted to the official list of ASX and proposes to issue Shares pursuant to the Initial Public Offer.
- B In order to give effect to the implementation of the Initial Public Offer, ListCo and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Offer.
- C The Holder holds or will hold the Voluntary Escrow Shares on or around Completion.
- D The Holder agrees to escrow the Voluntary Escrow Shares for the Escrow Period pursuant to the terms of this deed on the basis that ListCo will take the steps necessary to be admitted to the official list of ASX.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

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

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

2 Condition precedent

- (a) The respective rights and obligations of the parties under this deed are conditional upon Completion occurring and the Holder holding Voluntary Escrow Shares immediately following Completion.
- (b) If the condition precedent in paragraph (a) above, or if Completion does not occur, in either case by 31 December 2019, this deed will terminate with immediate effect.

3 Escrow restrictions

3.1 Purpose

The Holders agree to have their Voluntary Escrow Shares subject to the escrow arrangements set out in this deed, including so that investors in ListCo have confidence in investing in ListCo, which is reasonably necessary to implement the Offer.

3.2 Voluntary Escrow Shares

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Shares.

4 Holding Lock

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Shares, which will be registered and held for the Holder on CHESSE or any other register to prevent a Dealing of the Voluntary Escrow Shares.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Shares upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Shares if permitted under clause 4.3.

4.3 Removal of Holding Lock

- (a) Upon request by the Holder, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Shares to the extent necessary to facilitate a Dealing that is permitted under clause 5.
- (b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Shares on the Business Day after the end of the relevant Escrow Period.
- (c) The Company must notify ASX that the Voluntary Escrow Shares will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5 Exceptions

- (a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares if the Dealing arises solely as a result of:
 - (i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Shares, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or
 - (ii) the transfer or cancellation of the Voluntary Escrow Shares in ListCo as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals,

provided, in each case, that if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Shares not so transferred or cancelled.

- (b) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).
- (c) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may encumber any (or all) of its Voluntary Escrow Shares to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:
 - (i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder has in any of its Voluntary Escrow Shares; and
 - (ii) no Voluntary Escrow Shares are to be transferred or delivered to the Financial Institution or any other person in connection with the encumbrance. Any agreement with a Financial Institution must provide that the Voluntary Escrow Shares are to remain in escrow and subject to the terms of this deed as if the Financial Institution were a party to this deed.
- (d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares upon the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Shares.

5.2 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Voluntary Escrow Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Shares during the Escrow Period,

it must notify ListCo as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6 Warranties

6.1 Giving of warranties

Each of the warranties and representations in this clause 6 is given in favour of ListCo:

- (a) as at the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

The warranties and representations in this clause 6 are given in respect of any and all Voluntary Escrow Shares which the Holder holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 5 of this deed.

6.2 Warranties of Holder

The Holder warrants and represents the following:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.
- (e) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 3 of this deed if done or omitted during the Escrow Period;
- (f) no person has, or will have immediately following Completion, any economic or beneficial interest in the Voluntary Escrow Shares other than the Holder;
- (g) no person (other than the Holder) has the power to direct or cause the direction of the management of the Holder, whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or otherwise;
- (h) immediately following Completion, the Holder will hold the Voluntary Escrow Shares as set out in Schedule 2;
- (i) the Holder has not granted any encumbrances or any interests or rights to third parties in respect of the Voluntary Escrow Shares, and will not do so during the Escrow Period (other than permitted by this deed), such that the Voluntary Escrow Shares are free from all encumbrances and other third party interests or rights;
- (j) the Voluntary Escrow Shares will, immediately following Completion, be all of the securities, economic interests or other interests that the Holder directly or indirectly has in ListCo; and

- (k) if the Holder is a Trustee:
 - (i) the Trustee is the sole trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove or replace it as trustee of the Trust;
 - (ii) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
 - (iii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 6 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 6 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Shares, including (without limitation) by:

- (a) exercising any voting rights attaching to Voluntary Escrow Shares;
- (b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Shares; and
- (c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Shares.

8 Breach

8.1 Prevention of anticipated breach

If it appears to ListCo that the Holder may breach this deed, ListCo may take any steps necessary to prevent the breach and/or to enforce the deed.

8.2 Consequences of breach

- (a) If the Holder breaches this deed, each of the following applies:
 - (i) ListCo may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

- (ii) ListCo may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of ListCo.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 3.1 and the Holder agrees that ListCo is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligations under clause 3 without proof of actual damage and without prejudice to any of its other rights or remedies.
- (c) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to ListCo and other third parties.

9 Amendment

Subject to clause 13, this deed can only be amended or replaced by another deed executed by the parties.

10 Termination

This deed terminates automatically if:

- (a) ListCo withdraws the Initial Public Offer; or
- (b) ListCo is not admitted to the official list of ASX by 31 December 2019; or
- (c) otherwise when the Holding Lock is released in full in respect of all Voluntary Escrow Shares.

11 Capacity

If the Holder has entered into this deed as a trustee:

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 11 but subject to clause 11(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;
- (b) subject to clause 11(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and
- (c) the provisions of this clause 11 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

12 Release of results

ListCo agrees to release its full year results for the period ending 30 June 2020 in accordance with the timeframes required by the Corporations Act and ASX Listing Rules.

13 ListCo to complete Schedule 2

Each party authorises ListCo (or any person delegated such authority in writing by ListCo) to insert in Schedule 2 (**Details**), after execution of this deed by each party:

- (a) the particulars of Voluntary Escrow Shares in item 4 of Schedule 2; and
 - (b) any other details necessary to complete Schedule 2.
-

14 General

14.1 Choice of law (Governing law)

This deed is governed by the laws of New South Wales, Australia.

14.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, including, for the avoidance of doubt, the Federal Court of Australia sitting in New South Wales, Australia.

14.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

14.4 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts.

14.5 Time of essence

Time is of the essence to this deed.

14.6 Waiver

- (a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.
- (c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

14.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

14.8 Variation

No variation of this deed is effective unless made in writing and signed by each party.

15 Notices

15.1 General

- (a) Unless expressly stated otherwise in this deed a notice, consent or other communication given under this deed including, but not limited to, a request, certificate, demand, consent, waiver or approval, to or by a party to this deed (**Notice**):
 - (i) must be in legible writing and in English;
 - (ii) must be addressed to the party to whom it is to be given (**Addressee**) at the address set out below or to any other address a party notifies to the other under this clause:
 - (A) if to ListCo:

Address: Level 3, 131 Macquarie Street, Sydney NSW 2000
Attention: Clayton Howes
Position: Chief Executive Officer
Email: clayton@moneyme.com.au
 - (B) if to the Holder:

Address: Level 1, 460 Lower Heidelberg Road, Heidelberg VIC 3084
Attention: Mark Walkley
Email: mark@mtwalkley.com
 - (iii) must be signed by or on behalf of the sender (if an individual) or an Officer of the sender;
 - (iv) must be either:
 - (A) delivered by hand or sent by pre-paid mail (by airmail if sent to or from a place outside of Australia) to the Addressee; or
 - (B) sent by email to the Addressee's email address; and
 - (v) is deemed to be received by the Addressee in accordance with clause 15.1(c).
- (b) If:
 - (i) a party changes its address and fails to notify the other party of this change and the new address, delivery of Notices marked to the attention of the

Addressee at that new address is deemed compliant with the notice obligations under this clause;

- (ii) an individual named in clause 15.1 ceases to work in the role specified or ceases to work for the Addressee and the Addressee fails to notify the other party of an alternative individual, delivery of notices marked to the attention of an individual in the same or equivalent role at that party is deemed compliant with the notice obligations under this clause;
- (c) Without limiting any other means by which the sender may be able to prove that a Notice has been received by the Addressee, a Notice is deemed to be received:
 - (i) if sent by hand, when delivered to the Addressee;
 - (ii) if sent by post, on the 6th Business Day after the date of posting, or if to or from a place outside Australia, on the 10th Business Day after the date of posting; or
 - (iii) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Addressee's time), it is deemed to be received at 9.00am on the following Business Day.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

Affiliate means any Related Body Corporate.

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

ASX Listing Rules means the listing rules of ASX.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

Completion has the meaning given in the Implementation Deed.

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

Dealing, in respect of any Voluntary Escrow Shares, means to directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Share;
- (b) encumber or grant a security interest over such Voluntary Escrow Share or any legal, beneficial or economic interest in that Voluntary Escrow Share;
- (c) grant or exercise an option in respect of such Voluntary Escrow Share;
- (d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Share; or
- (e) agree to do any of those things,

and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Shares are escrowed as set out in item 3 of Schedule 2.

Financial Institution has the meaning given to that term in section 5(c).

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

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Implementation Deed means the Implementation Deed between ListCo, MoneyMe Financial Group Pty Ltd and others dated on or about the date of this deed.

Initial Public Offer means the proposed initial public offering of Shares by ListCo.

Issue Date means the date Shares are issued pursuant to the prospectus to be issued by ListCo in connection with the Initial Public Offer.

Listing means the time of admission of ListCo to the official list of the ASX and commencement of quotation of ListCo's Shares.

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

Takeover Bid has the meaning given in the Corporations Act.

Trust has the meaning given in clause 6.2(k).

Trustee has the meaning given in clause 6.2(k).

Voluntary Escrow Shares means:

- (a) in relation to a Holder, the Shares specified in item 2 of Schedule 2 (**Details**); and
- (b) any securities attaching to or arising out of those Shares.

2 Interpretation

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

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;
 - (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its agents, successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
 - (vi) this deed includes all schedules and attachments to it;
 - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;
 - (viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;
 - (ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
 - (x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;
- (g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;
- (i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

- (j) in determining the time of day where relevant to this deed, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;
 - (k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and
 - (l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.
-

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as ListCo is listed on the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 ListCo

MoneyMe Limited (ACN 636 747 414) of Level 3, 131 Macquarie Street, Sydney NSW 2000.

2 Holder

Walkley Holdings Pty Ltd (ACN 096 706 991) as trustee of The Australasian Shopfitting Pty Ltd Superannuation Fund (ABN 94 996 164 832) of Level 1, 460 Lower Heidelberg Road, Heidelberg VIC 3084.

3 Escrow Period

The period commencing on the Issue Date and continuing until the start of the second trading day after the date on which the Company releases its annual financial results for the financial year ending 30 June 2020 to ASX.

4 Particulars of Voluntary Escrow Shares

Voluntary Escrow Shares	1,323,715
-------------------------	-----------

Execution page

Executed as a deed.

ListCo

Signed, sealed and delivered by **MoneyMe Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

Clayton Howes

Name of director (print)



Signature of ~~director~~/secretary

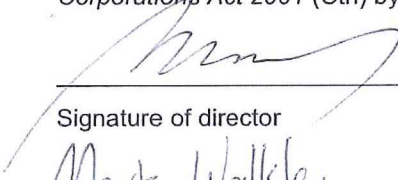
Justin Clyne

Name of ~~director~~/secretary (print)

Holder

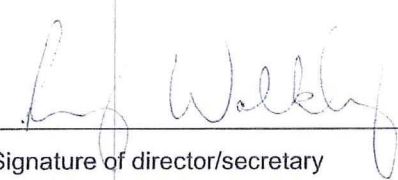
Signed, sealed and delivered by **Walkley Holdings Pty Ltd** in its capacity as trustee of **The Australian Shopfitting Pty Ltd Superannuation Fund** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of director


Mark Walkley

Name of director (print)

Signature of director/secretary


Tracy Walkley

Name of director/secretary (print)

Voluntary escrow deed

MoneyMe Limited

The party specified in Item 2 of Schedule 2

Contents

Contents

	Page	
1	Defined terms and interpretation	1
1.1	Definitions in the Dictionary	1
1.2	Interpretation	1
2	Condition precedent	1
3	Escrow restrictions	2
3.1	Purpose	2
3.2	Voluntary Escrow Shares	2
4	Holding Lock	2
4.1	Agreement to Holding Lock	2
4.2	Application of Holding Lock	2
4.3	Removal of Holding Lock	2
5	Exceptions	2
5.2	Notice	3
6	Warranties	3
6.1	Giving of warranties	3
6.2	Warranties of Holder	4
6.3	Breach of warranties	5
6.4	Survival of warranties and representations	5
7	Permitted dealings with the Voluntary Escrow Shares	5
8	Breach	5
8.1	Prevention of anticipated breach	5
8.2	Consequences of breach	5
9	Amendment	6
10	Termination	6
11	Capacity	6
12	Release of results	7
13	ListCo to complete Schedule 2	7
14	General	7

14.1	Choice of law (Governing law)	7
14.2	Choice of jurisdiction	7
14.3	Further assurances	7
14.4	Counterparts	7
14.5	Time of essence	7
14.6	Waiver	7
14.7	Severability	8
14.8	Variation	8
15	Notices	8
15.1	General	8
Schedule 1	Dictionary	9
Schedule 2	Details	13
Execution page		14

Parties

- 1 The party named in item 1 of Schedule 2 (ListCo)
- 2 The party named in item 2 of Schedule 2 (Holder)

Background

- A ListCo intends to be admitted to the official list of ASX and proposes to issue Shares pursuant to the Initial Public Offer.
- B In order to give effect to the implementation of the Initial Public Offer, ListCo and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Offer.
- C The Holder holds or will hold the Voluntary Escrow Shares on or around Completion.
- D The Holder agrees to escrow the Voluntary Escrow Shares for the Escrow Period pursuant to the terms of this deed on the basis that ListCo will take the steps necessary to be admitted to the official list of ASX.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

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

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

2 Condition precedent

- (a) The respective rights and obligations of the parties under this deed are conditional upon Completion occurring and the Holder holding Voluntary Escrow Shares immediately following Completion.
- (b) If the condition precedent in paragraph (a) above, or if Completion does not occur, in either case by 31 December 2019, this deed will terminate with immediate effect.

3 Escrow restrictions

3.1 Purpose

The Holders agree to have their Voluntary Escrow Shares subject to the escrow arrangements set out in this deed, including so that investors in ListCo have confidence in investing in ListCo, which is reasonably necessary to implement the Offer.

3.2 Voluntary Escrow Shares

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Shares.

4 Holding Lock

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Shares, which will be registered and held for the Holder on CHESS or any other register to prevent a Dealing of the Voluntary Escrow Shares.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Shares upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Shares if permitted under clause 4.3.

4.3 Removal of Holding Lock

- (a) Upon request by the Holder, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Shares to the extent necessary to facilitate a Dealing that is permitted under clause 5.
- (b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Shares on the Business Day after the end of the relevant Escrow Period.
- (c) The Company must notify ASX that the Voluntary Escrow Shares will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5 Exceptions

- (a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares if the Dealing arises solely as a result of:
 - (i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Shares, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or
 - (ii) the transfer or cancellation of the Voluntary Escrow Shares in ListCo as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals,

provided, in each case, that if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Shares not so transferred or cancelled.

- (b) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).
- (c) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may encumber any (or all) of its Voluntary Escrow Shares to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:
 - (i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder has in any of its Voluntary Escrow Shares; and
 - (ii) no Voluntary Escrow Shares are to be transferred or delivered to the Financial Institution or any other person in connection with the encumbrance. Any agreement with a Financial Institution must provide that the Voluntary Escrow Shares are to remain in escrow and subject to the terms of this deed as if the Financial Institution were a party to this deed.
- (d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares upon the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Shares.

5.2 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Voluntary Escrow Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Shares during the Escrow Period,

it must notify ListCo as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6 Warranties

6.1 Giving of warranties

Each of the warranties and representations in this clause 6 is given in favour of ListCo:

- (a) as at the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

The warranties and representations in this clause 6 are given in respect of any and all Voluntary Escrow Shares which the Holder holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 5 of this deed.

6.2 Warranties of Holder

The Holder warrants and represents the following:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.
- (e) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 3 of this deed if done or omitted during the Escrow Period;
- (f) no person has, or will have immediately following Completion, any economic or beneficial interest in the Voluntary Escrow Shares other than the Holder;
- (g) no person (other than the Holder) has the power to direct or cause the direction of the management of the Holder, whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or otherwise;
- (h) immediately following Completion, the Holder will hold the Voluntary Escrow Shares as set out in Schedule 2;
- (i) the Holder has not granted any encumbrances or any interests or rights to third parties in respect of the Voluntary Escrow Shares, and will not do so during the Escrow Period (other than permitted by this deed), such that the Voluntary Escrow Shares are free from all encumbrances and other third party interests or rights;
- (j) the Voluntary Escrow Shares will, immediately following Completion, be all of the securities, economic interests or other interests that the Holder directly or indirectly has in ListCo; and

- (k) if the Holder is a Trustee:
 - (i) the Trustee is the sole trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove or replace it as trustee of the Trust;
 - (ii) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
 - (iii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 6 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 6 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Shares

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Shares, including (without limitation) by:

- (a) exercising any voting rights attaching to Voluntary Escrow Shares;
- (b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Shares; and
- (c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Shares.

8 Breach

8.1 Prevention of anticipated breach

If it appears to ListCo that the Holder may breach this deed, ListCo may take any steps necessary to prevent the breach and/or to enforce the deed.

8.2 Consequences of breach

- (a) If the Holder breaches this deed, each of the following applies:
 - (i) ListCo may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

- (ii) ListCo may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of ListCo.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 3.1 and the Holder agrees that ListCo is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligations under clause 3 without proof of actual damage and without prejudice to any of its other rights or remedies.
- (c) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to ListCo and other third parties.

9 Amendment

Subject to clause 13, this deed can only be amended or replaced by another deed executed by the parties.

10 Termination

This deed terminates automatically if:

- (a) ListCo withdraws the Initial Public Offer; or
- (b) ListCo is not admitted to the official list of ASX by 31 December 2019; or
- (c) otherwise when the Holding Lock is released in full in respect of all Voluntary Escrow Shares.

11 Capacity

If the Holder has entered into this deed as a trustee:

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 11 but subject to clause 11(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;
- (b) subject to clause 11(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and
- (c) the provisions of this clause 11 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

12 Release of results

ListCo agrees to release its full year results for the period ending 30 June 2020 in accordance with the timeframes required by the Corporations Act and ASX Listing Rules.

13 ListCo to complete Schedule 2

Each party authorises ListCo (or any person delegated such authority in writing by ListCo) to insert in Schedule 2 (**Details**), after execution of this deed by each party:

- (a) the particulars of Voluntary Escrow Shares in item 4 of Schedule 2; and
 - (b) any other details necessary to complete Schedule 2.
-

14 General

14.1 Choice of law (Governing law)

This deed is governed by the laws of New South Wales, Australia.

14.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, including, for the avoidance of doubt, the Federal Court of Australia sitting in New South Wales, Australia.

14.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

14.4 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts.

14.5 Time of essence

Time is of the essence to this deed.

14.6 Waiver

- (a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.
- (c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

14.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

14.8 Variation

No variation of this deed is effective unless made in writing and signed by each party.

15 Notices

15.1 General

- (a) Unless expressly stated otherwise in this deed a notice, consent or other communication given under this deed including, but not limited to, a request, certificate, demand, consent, waiver or approval, to or by a party to this deed (**Notice**):
 - (i) must be in legible writing and in English;
 - (ii) must be addressed to the party to whom it is to be given (**Addressee**) at the address set out below or to any other address a party notifies to the other under this clause:
 - (A) if to ListCo:

Address: Level 3, 131 Macquarie Street, Sydney NSW 2000
Attention: Clayton Howes
Position: Chief Executive Officer
Email: clayton@moneyme.com.au
 - (B) if to the Holder:

Address: 53 Middlemiss Street, Mascot NSW 2020
Attention: Yanqian Chen
Email: lucia@moneyme.com.au
 - (iii) must be signed by or on behalf of the sender (if an individual) or an Officer of the sender;
 - (iv) must be either:
 - (A) delivered by hand or sent by pre-paid mail (by airmail if sent to or from a place outside of Australia) to the Addressee; or
 - (B) sent by email to the Addressee's email address; and
 - (v) is deemed to be received by the Addressee in accordance with clause 15.1(c).
- (b) If:
 - (i) a party changes its address and fails to notify the other party of this change and the new address, delivery of Notices marked to the attention of the

Addressee at that new address is deemed compliant with the notice obligations under this clause;

- (ii) an individual named in clause 15.1 ceases to work in the role specified or ceases to work for the Addressee and the Addressee fails to notify the other party of an alternative individual, delivery of notices marked to the attention of an individual in the same or equivalent role at that party is deemed compliant with the notice obligations under this clause;
- (c) Without limiting any other means by which the sender may be able to prove that a Notice has been received by the Addressee, a Notice is deemed to be received:
 - (i) if sent by hand, when delivered to the Addressee;
 - (ii) if sent by post, on the 6th Business Day after the date of posting, or if to or from a place outside Australia, on the 10th Business Day after the date of posting; or
 - (iii) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Addressee's time), it is deemed to be received at 9.00am on the following Business Day.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

Affiliate means any Related Body Corporate.

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

ASX Listing Rules means the listing rules of ASX.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

Completion has the meaning given in the Implementation Deed.

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

Dealing, in respect of any Voluntary Escrow Shares, means to directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Share;
- (b) encumber or grant a security interest over such Voluntary Escrow Share or any legal, beneficial or economic interest in that Voluntary Escrow Share;
- (c) grant or exercise an option in respect of such Voluntary Escrow Share;
- (d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Share; or
- (e) agree to do any of those things,

and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Shares are escrowed as set out in item 3 of Schedule 2.

Financial Institution has the meaning given to that term in section 5(c).

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

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Implementation Deed means the Implementation Deed between ListCo, MoneyMe Financial Group Pty Ltd and others dated on or about the date of this deed.

Initial Public Offer means the proposed initial public offering of Shares by ListCo.

Issue Date means the date Shares are issued pursuant to the prospectus to be issued by ListCo in connection with the Initial Public Offer.

Listing means the time of admission of ListCo to the official list of the ASX and commencement of quotation of ListCo's Shares.

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

Takeover Bid has the meaning given in the Corporations Act.

Trust has the meaning given in clause 6.2(k).

Trustee has the meaning given in clause 6.2(k).

Voluntary Escrow Shares means:

- (a) in relation to a Holder, the Shares specified in item 2 of Schedule 2 (**Details**); and
- (b) any securities attaching to or arising out of those Shares.

2 Interpretation

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

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;
 - (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its agents, successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
 - (vi) this deed includes all schedules and attachments to it;
 - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;
 - (viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;
 - (ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
 - (x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;
- (g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;
- (i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

- (j) in determining the time of day where relevant to this deed, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;
 - (k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and
 - (l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.
-

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as ListCo is listed on the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 ListCo

MoneyMe Limited (ACN 636 747 414) of Level 3, 131 Macquarie Street, Sydney NSW 2000.

2 Holder

Yanqian Chen of 53 Middlemiss Street, Mascot NSW 2020.

3 Escrow Period

The period commencing on the Issue Date and continuing until the start of the second trading day after the date on which the Company releases its annual financial results for the financial year ending 30 June 2020 to ASX.

4 Particulars of Voluntary Escrow Shares

Voluntary Escrow Shares	162,840
-------------------------	---------

Execution page

Executed as a deed.

ListCo

Signed, sealed and delivered by **MoneyMe Limited** in accordance with section 127 of the Corporations Act 2001 (Cth) by:



Signature of director

Clayton Howes

Name of director (print)



Signature of ~~director~~/secretary

Justin Clyne

Name of ~~director~~/secretary (print)

Holder

Signed, sealed and delivered by **Yanqian Chen**
in the presence of:



Signature of witness



Signature of **Yanqian Chen**



Name of witness (print)