

Form 604

Corporations Act 2001 Section 671B

Notice of change of interests of substantial holder

To: Company Name/Scheme Cettire Limited (ASX: CTT)

ACN/ARSN 645 474 166

1. Details of substantial holder (1)

Name Dean Mintz

ACN/ARSN (if applicable) N/A

There was a change in the interests of the substantial holder on 22/11/2022

The previous notice was given to the company on 25/03/2022

The previous notice was dated 25/03/2022

2. Previous and present 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 when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully Paid Ordinary (FPO)	216,238,220	56.72%	175,142,329	45.94%

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a related interest of the substantial holder or an associate in voting securities of the company or the scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
22/11/2022	Dean Mintz	Sale of shares pursuant to underwritten block trade (see Block Trade Agreement in Annexure A)	\$1.46 per FPO	41,095,891 FPO	41,095,891

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Dean Mintz	Dean Mintz	Dean Mintz	Dean Mintz is the registered holder of 175,142,329 FPO, and so has a relevant interest under section 608(1)(a) of the <i>Corporations Act</i> (Cth) in respect of those FPO.	175,142,329 FPO	175,142,329

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to the voting interests in the company or scheme are as follows:

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

6. Addresses

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

Name	Address
Dean Mintz	C/- Level 40, 140 William Street, Melbourne VIC 3000

Signature

print name Dean Mintz

Capacity Personal capacity

sign here



Date 22 / 11 / 2022

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 6 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 person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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.
- (7) 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.
- (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) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Annexure A – Block Trade Agreement

Confidential

17 November 2022

Dean Mintz

C/- Level 40, 140 William Street,
Melbourne VIC 3000

Dear Dean,

Subject: Sale of shares in Cettire Limited ABN 75 645 474 166 (Company)

1. Introduction

This agreement sets out the terms and conditions upon which Dean Mintz (the **Vendor**) exclusively appoints Barrenjoey Markets Pty Limited ABN 66 636 976 059 (**Lead Manager**) to manage and underwrite the sale of 41,095,891 ordinary shares in the Company (**Sale Securities**) (the **Sale**).

2. Sale of Securities

2.1 Sale

The Vendor agrees to sell and the Lead Manager agrees to:

- (a) manage the sale of the Sale Securities by procuring purchasers for the Sale Securities at the price of \$1.46 per Sale Security (**Sale Price**) by conducting a bookbuild as to volume alone in accordance with the timetable set out in Schedule 1 (**Timetable**); and
- (b) underwrite the sale of the Sale Securities by purchasing at the Sale Price per Sale Security those Sale Securities which have not been purchased by third party purchasers (or the Lead Manager's Affiliates) in accordance with clause 2.1(a) as at 9:45pm on the Trade Date (as defined in the Timetable) (the **Shortfall Securities**).

2.2 Allocations

- (a) Subject to clause 2.2(b), allocations of the Sale Securities to purchasers must be made by the Lead Manager in consultation with the Vendor.
- (b) The Lead Manager may refuse to make an allocation of Sale Securities to a potential purchaser if the Lead Manager is not prepared to accept the credit risk of that bidding potential purchaser for the amount bid for.

2.3 Purchasers

- (a) The Lead Manager will conduct the Sale by way of an offer only to persons:
 - (i) if in Australia, who do not need disclosure under Part 6D.2 of the Corporations Act 2001 (Cth) (**Corporations Act**);

- (ii) if in the United States, in accordance with the provisions of clause 2.4; and
 - (iii) if outside Australia and the United States, to institutional and professional investors to whom offers for sale of securities may lawfully be made without requiring the preparation, delivery, lodgement or filing of any prospectus or other disclosure document or any other lodgement, registration or filing with, or approval by, any government or any governmental, semi-governmental, administrative, fiscal or judicial, investigative, review or regulatory body, department, commission (including ASIC, the Australian Tax Office and the Australian Competition and Consumer Commission), authority, tribunal, agency, bureau, municipal, board, instrumentality or entity in any jurisdiction (**Government Agency**) or a stock exchange (other than any requirement with which the Vendor, in his sole and absolute discretion, is willing to comply).
- (b) The parties agree that allocations may be made to, and purchasers may include, the Lead Manager's Affiliates.

2.4 US Securities Act

The Sale Securities may only be offered and sold:

- (a) to persons who are not in the United States in “offshore transactions” (as defined in Rule 902(h) under the US Securities Act of 1933, as amended (**US Securities Act**)) in reliance on Regulation S under the US Securities Act (**Regulation S**); and
- (b) to persons in the United States:
 - (i) whom the Lead Manager reasonably believes to be a “qualified institutional buyer”, (QIB, as defined in Rule 144A under the US Securities Act), in transactions exempt from the registration requirements of the US Securities Act pursuant to Rule 144A thereunder; or
 - (ii) that are Eligible US Fund Managers, in reliance on Regulation S.

For the purposes of this clause 2.3, **Eligible US Fund Managers** means dealers or other professional fiduciaries organised or incorporated in the United States that are acting for a discretionary or similar account (other than an estate or trust) held for the benefit or account of persons that are not “US Persons” (as defined in Rule 902(k) under the US Securities Act), for which they have and are exercising investment discretion, within the meaning of Rule 902(k)(2)(i) of Regulation S.

2.5 Account opening

By or on the Settlement Date (as defined in the Timetable), the Lead Manager or one of its Affiliates will (where relevant) open an account in the name of the Vendor in accordance with their usual practices and do all things necessary to enable them to act as brokers to sell the Sale Securities at the Sale Price, in accordance with this agreement.

3. Conditions to Sale

The Lead Manager will have no obligations under this agreement unless the Vendor releases, and procures that the Company releases, to ASX a cleansing notice under sections 708A(5)(e)(ii) and (6) of the Corporations Act, as notionally modified by ASIC Corporations (Sale Offers by Controllers) Instrument 2016/81 (each a **Cleansing Notice**), in respect of the Sale prior to the Settlement Date.

4. Settlement

4.1 Effecting of Sale and settlement

- (a) By no later than 9.00am on the Settlement Date the Vendor will deliver the Sale Securities, or will instruct his custodian to deliver the Sale Securities held by his custodian on his behalf, to the Lead Manager or as the Lead Manager directs.
- (b) The Lead Manager must procure that the Sale of the Sale Securities is effected on the Trade Date, by way of one or more special crossings (in accordance with the ASX Operating Rules) at the Sale Price, with settlement of those Sale Securities to follow on the Settlement Date.

4.2 Payment of aggregate price

By no later than 2.00pm on the Settlement Date, the Lead Manager must arrange for the payment to the Vendor, or as the Vendor directs, of an amount equal to:

- (a) the Sale Price multiplied by the aggregate number of Sale Securities; less
- (b) any fees payable under clause 4,

by transfer to the Vendor's account for value (in cleared funds) against delivery of the Sale Securities being sold by the Vendor.

5. Fees

In consideration for the satisfaction of the lead manager and underwriting obligations under this agreement the Lead Manager is entitled to the fees agreed between the parties.

6. Representations and warranties

6.1 Representations and warranties by the Vendor

As at the date of this agreement and at all times until all steps in relation to the Sale due on or by the Settlement Date are completed by or on the Settlement Date (**Completion**), the Vendor represents and warrants to the Lead Manager that:

- (a) (**capacity**) the Vendor has full legal capacity and power to enter into this agreement and to carry out the transactions that this agreement contemplates;
- (b) (**authority**) the Vendor has taken, or will have taken by the time required, all action that is necessary or desirable to authorise his entry into this agreement and his carrying out of the transactions that this agreement contemplates;
- (c) (**agreement effective**) this agreement constitutes the Vendor's legal, valid and binding obligation, enforceable against him in accordance with its terms;
- (d) (**ownership, encumbrances**) the Vendor will transfer (or procure the transfer of) the full legal and beneficial ownership of the Sale Securities free and clear of all liens, charges, security interests, claims, equities and pre-emptive rights, subject to registration of the transferee(s) in the register of shareholders of the Company;
- (e) (**power to sell**) the Vendor has the authority and power to sell the Sale Securities under this agreement and no person has a conflicting right, whether contingent or otherwise, to purchase or to be offered for purchase the Sale Securities;
- (f) (**Sale Securities**) following the sale by the Vendor, the Sale Securities will rank equally in all respects with all other outstanding ordinary shares of the Company, including any entitlement to dividends or distributions;
- (g) (**no inside information**) the Vendor does not possess any information that is not generally available and that a reasonable person would expect to have a material effect on the price or value of the Company's ordinary securities (other than knowledge that he proposes to enter into one or more transactions or agreements in relation to the Sale Securities pursuant to this agreement) and the sale of the Sale Securities will not constitute a violation by him of Division 3 of Part 7.10 of the Corporations Act;
- (h) (**Cleansing Notices**) each Cleansing Notice is and will be true, complete and accurate and in compliance with all applicable laws, and does not and will not contain any statements which are misleading or deceptive or likely to mislead or deceive (whether by omission or otherwise), and following the issue of such notices, as contemplated by this agreement, the Sale Securities may be offered for sale without disclosure to investors under Part 6D.2 of the Corporations Act;
- (i) (**wholesale client**) the Vendor is a "wholesale client" (as the term is defined in section 761G of the Corporations Act);
- (j) (**Anti Financial Crime**)
 - (i) none of the Vendor, his Affiliates (each a **Group Member** and together, the **Group**) nor any Affiliate of any Group Member nor any of their respective directors or officers, nor to the

knowledge of the Vendor any of their agents, or other persons associated with or acting on behalf of any Group Member or any of their respective Affiliates is an individual or entity that is, or is owned or controlled by a person that is:

- (A) targeted by or the subject of any economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the United Nations Security Council, or by any competent government body responsible for the imposition, administration or enforcement of sanctions of the United States of America (including without limitation those administered by the Office of Foreign Assets Control (**OFAC**), of the US Department of State or the US Department of the Treasury) the European Union or any of its Member States, the United Kingdom (including without limitation those administered by Her Majesty's Treasury) or the Commonwealth of Australia (including with limitation those administered by the Australian Sanctions Office or the Department of Foreign Affairs and Trade (collectively, the **Sanctions**); or
 - (B) is located, organised or resident in a country or territory that is the subject of any Sanctions, including, without limitation, Cuba, Iran, Syria, North Korea, Sudan (each a **Sanctioned Country**);
 - (ii) the Vendor will not, directly or indirectly, use the proceeds of the Sale, or lend, contribute or otherwise make available those proceeds to any subsidiary, joint venture partner or other person:
 - (A) to funding or facilitate the activities or business of or with any person that at the time of such funding or facilitation is the subject or target of Sanctions;
 - (B) to fund or facilitate any activities or business in any Sanctioned Country;
 - (C) in any other manner that would result in a violation of Sanctions by any person (including any person participating in the Sale); and
 - (D) no Group Member has knowingly engaged in, and is not knowingly engaged in, any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any country subject to Sanctions;
- (k) **(anti-bribery)**
- (i) no Group Member or Affiliate of a Group Member nor their respective directors, officers, employees nor to the knowledge of the Vendor any of their agents or other persons associated with or acting on behalf of any Group Member or any of their respective Affiliates has:
 - (A) taken or will take any action in furtherance of an offer, payment, promise to pay, or authorisation or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any person while knowing that all or some portion of the money or value will be offered, given or promised to anyone to improperly influence official action, to obtain or retain business or otherwise to secure any improper advantage;
 - (B) violated or is in violation of any provision of the anti-corruption laws, including the US Foreign Corrupt Practices Act of 1977 and the rules and regulations promulgated thereunder, the UK Bribery Act and applicable European Union laws and regulations regulating payments to government officials or employees, the Australian Criminal Code Act 1995 (Cth) and the Secret Commissions Act 1910 (NZ) and Part 6 of the Crimes Act 1961 (NZ); and
 - (ii) each Group Member and their respective Affiliates have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with those laws and with the anti-bribery representation and warranty contained in this agreement;
- (l) **(Money Laundering Laws)**
- (i) the operations of the Group are and have been conducted at all times in compliance with all applicable financial record keeping and reporting requirements imposed by law or regulation and in compliance with the money laundering, financing of terrorism and proceeds of crime statutes of all jurisdictions in which the Group operates, the rules and

regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Government Agency (collectively, the **Money Laundering Laws**);

- (ii) no action, suit or proceeding by or before any court or Government Agency or body or any arbitrator involving any Group Member with respect to the Money Laundering Laws is pending or threatened; and
- (m) **(no general solicitation)** none of the Vendor, any of his Affiliates that he controls or any person acting on behalf of any of them (other than the Lead Manager and its Affiliates and any person acting on behalf of any of them, as to whom the Vendor makes no representation) has offered or sold, or will offer or sell, any of the Sale Securities in the United States using any form of "general solicitation" or "general advertising" within the meaning of Rule 502(c) under the US Securities Act or in any manner involving a public offering of the Sale Securities in the United States within the meaning of Section 4(a)(2) of the US Securities Act;
- (n) **(foreign private issuer and no substantial US market interest)** to the knowledge of the Vendor, the Company is a 'foreign private issuer' (as defined in Rule 405 under the US Securities Act) and there is no 'substantial US market interest' (as defined in Rule 902(j) under the US Securities Act) in the Sale Securities or any security of the same class or series as the Sale Securities;
- (o) **(no integrated offers)** none of the Vendor, any of his Affiliates that he controls or any person acting on behalf of any of them (other than the Lead Manager or its Affiliates or any person acting on behalf of any of them, as to whom no representation or warranty is made), has offered or sold, or will offer or sell in the United States any security that could be integrated with the sale of the Sale Securities in a manner that would require the offer and sale of the Sale Securities to be registered under the US Securities Act;
- (p) **(Rule 144A eligibility)** to the knowledge of the Vendor, the Sale Securities are eligible for resale pursuant to Rule 144A and are not of the same class as securities listed on a national securities exchange registered under Section 6 of the US Securities Exchange Act of 1934 (the **Exchange Act**) or quoted in a US automated interdealer quotation system;
- (q) **(Rule 144A information)** to the knowledge of the Vendor, the Company is exempt from reporting under Section 13 or 15(d) of the Exchange Act pursuant to Rule 12g3-2(b);
- (r) **(no registration required)** subject to the accuracy of, and compliance with, the representations and warranties of the Lead Manager in clause 5.2 in relation to US securities laws, no registration is required under the US Securities Act for the offer, sale and delivery of the Sale Securities by the Vendor or the initial resale of the Sale Securities on the Settlement Date by the Lead Manager, in each case in the manner contemplated in this Agreement, it being understood that the Vendor makes no representation or warranty about any subsequent resale of the Sale Securities;
- (s) **(not an investment company)** to the knowledge of the Vendor, the Company is not required to register as an "investment company" under US Investment Company Act of 1940;
- (t) **(no directed selling efforts)** with respect to those Sale Securities sold in reliance on Regulation S, none of the Vendor, any of his Affiliates that he controls or any person acting on behalf of any of them (other than the Lead Manager and its Affiliates and any person acting on behalf of any of them, as to whom the Vendor makes no representation) has engaged or will engage in any "directed selling efforts" (as that term is defined in Rule 902(c) under the US Securities Act); and
- (u) **(no stabilisation or manipulation)** neither the Vendor nor any of his Affiliates has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of the Sale Securities in violation of any applicable law.

6.2 Representations and warranties of the Lead Manager

As at the date of this agreement and at all times until Completion, the Lead Manager represents and warrants to the Vendor that:

- (a) **(body corporate)** it is a body corporate validly existing and duly established under the laws of its place of incorporation;

- (b) **(capacity)** it has full legal capacity and power to enter into this agreement and to carry out the transactions that this agreement contemplates;
- (c) **(licences)** it holds all licences, permits and authorities necessary for it to fulfil its obligations under this agreement;
- (d) **(authority)** it has taken, or will have taken by the time required, all corporate action that is necessary or desirable to authorise its entry into this agreement and its carrying out of the transactions that this agreement contemplates;
- (e) **(agreement effective)** this agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;
- (f) **(not a US person)** it is not in the United States;
- (g) **(no general solicitation or general advertising)** none of it, any of its Affiliates that it controls or any person acting on behalf of any of them has offered or sold, or will offer or sell, any of the Sale Securities in the United States using any form of "general solicitation" or "general advertising" within the meaning of Rule 502(c) under the US Securities Act or in any manner involving a public offering of the Sale Securities in the United States within the meaning of Section 4(a)(2) of the US Securities Act;
- (h) **(no directed selling efforts)** with respect to those Sale Securities sold in reliance on Regulation S, none of it, any of its Affiliates that it controls or any person acting on behalf of any of them has engaged or will engage in any "directed selling efforts" (as that term is defined in Rule 902(c) under the US Securities Act);
- (i) **(no stabilisation or manipulation)** neither it nor any of its Affiliates has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of the Sale Securities in violation of any applicable law;
- (j) **(broker-dealer requirements)** all offers and sales of the Sale Securities in the United States will be effected in compliance with Rule 15a-6 under the Securities and Exchange Act of 1934;
- (k) **(no registration under the US Securities Act)** it acknowledges that the Sale Securities have not been, and will not be, registered under the US Securities Act and may not be offered or sold in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the US Securities Act; and
- (l) **(US selling restrictions)** it, its Affiliates and any person acting on behalf of any of them has offered and sold the Sale Securities, and will offer and sell the Sale Securities:
 - (i) in the United States, only to (A) persons whom it reasonably believes are QIBs in transactions exempt from the registration requirements of the US Securities Act pursuant to Rule 144A under the US Securities Act, or (B) Eligible US Fund Managers in reliance on Regulation S and has sold, and in each case will only sell the Sale Securities to these persons that have executed an investor representation letter; and
 - (ii) to persons that are not in the United States, in "offshore transactions" (as defined in Rule 902(h) under the US Securities Act) in accordance with Regulation S.

6.3 Reliance

Each party giving a representation and warranty acknowledges that the other party has relied on the above representations and warranties in entering into this agreement and will continue to rely on them in performing its obligations under this agreement. The representations and warranties continue in full force and effect notwithstanding Completion.

6.4 Notification

Each party agrees that it will tell the other party as soon as it becomes aware of any of the following occurring prior to Completion:

- (a) any change affecting any of its representations and warranties; or
- (b) any of its representations or warranties becoming untrue or incorrect.

7. Undertakings

7.1 General undertakings

The Vendor undertakes to the Lead Manager that he will not prior to Completion breach or be involved in or acquiesce to any activity which breaches the Corporations Act or any other applicable law.

8. Remaining Securities

8.1 Warranty in relation to Dealing with Remaining Securities

The Vendor represents and warrants that during the Escrow Period, he will not, without the consent of the Lead Manager, Deal in all or any Remaining Securities.

8.2 Notice to the Lead Manager

If the Vendor becomes aware:

- (a) that a Dealing in any of its Remaining Securities 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 of its Remaining Securities during the Escrow Period,

in each case, which is not permitted under clause 7.3 or 7.4, he must notify the Lead Manager as soon as practicable after becoming aware of the Dealing, providing full details.

8.3 Permitted Dealings for Takeover Bids and capital returns

During the Escrow Period, the Vendor may Deal in any of its Remaining Securities and will not be in breach of the representation and warranty in clause 7.1 if the Dealing arises solely as a result of:

- (a) **(Takeover Bid)** the acceptance of an offer made under a Takeover Bid for any of the Remaining Securities, provided that holders of not less than 50% of Securities that are not held by the Vendor, and to which the offers under the Takeover Bid relates, have accepted the Takeover Bid;
- (b) **(Scheme of Arrangement)** the transfer or cancellation of Securities as part of a scheme of arrangement under Part 5.1 of the Corporations Act or pursuant to a trust scheme;
- (c) **(Bid acceptance facility)** tendering any of the Remaining Securities into a bid acceptance facility established in connection with a Takeover Bid, provided that holders of not less than 50% of Securities that are not held by the Vendor and to which the offers under the Takeover Bid relate have either accepted the Takeover Bid or tendered (and not withdrawn) their Securities into the bid acceptance facility; or
- (d) **(capital return)** an equal access share buyback, or an equal capital reduction or return made in accordance with the Corporations Act.

8.4 Other permitted Dealings

The Vendor may Deal in Remaining Shares during the Escrow Period and will not be in breach of the representation and warranty in clause 7.1:

- (a) **(court order or other applicable law)** if the Dealing is required by applicable law including an order of a government authority or a court; or of competent jurisdiction;
- (b) **(death or incapacity)** in connection with the death or incapacity of the Vendor, provided that the transferee of the Remaining Securities has agreed to be bound by a deed in substantially the same terms as this agreement in respect of the Remaining Securities; or
- (c) **(insolvency)** pursuant to the directions of an administrator, liquidator, receiver or other such person upon the administration, receivership, winding up, deregistration, bankruptcy or insolvency of the Vendor or any other holder of the Remaining Securities.

8.5 Acknowledgements

Each party acknowledges that:

- (a) the representation and warranty in clause 7.1 is not intended to and does not give the Lead Manager any power to dispose of, or control the disposal of, the Remaining Securities (**Disposal Right**);
- (b) if and to the extent that the Lead Manager would, by virtue of having a Disposal Right in the Remaining Securities be in breach of applicable laws, a breach of the representation and warranty in clause 7.1 by the Vendor will only give rise to a right to damages and the Lead Manager will not be entitled to a remedy of specific performance as damages are an adequate remedy; and
- (c) the representation and warranty in clause 7.1 has been provided only to address the financial consequences of the Vendor Dealing with any Remaining Securities in breach of that representation and warranty.

8.6 Definitions

For the purposes of this clause 7:

- (a) **Deal** means in respect of a Remaining Security, to directly or indirectly:
 - (i) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in that Remaining Security;
 - (ii) create any Security Interest in that Remaining Security or any legal, beneficial or economic interest in that Remaining Security;
 - (iii) grant an option which, if exercised, enables or requires the relevant holder to sell, assign, transfer or otherwise Dispose of that Remaining Security;
 - (iv) 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, that Remaining Security (including through any synthetic, derivative, hedging or similar arrangement); or
 - (v) agree or offer to do any of those things in paragraphs (a) to (d),
 and **Dealing** has a corresponding meaning.
- (b) **Dispose** has the meaning given to that term in the ASX Listing Rules.
- (c) **Escrow Period** means the period from the Settlement Date until 4.15pm on the date the results for the half year ended 31 December 2022 are released to the ASX.
- (d) **Remaining Security** means any ordinary shares in the capital of the Company held by the Vendor after settlement of the Sale of the Sale Securities pursuant to this agreement which are not the subject of an escrow existing at the date of this agreement. **Remaining Securities** has a corresponding meaning.
- (e) **Security Interest** means an interest or power:
 - (i) reserved in or over an interest in any securities including, but not limited to, any retention of title; or
 - (ii) created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power; and
 any agreement to grant or create any interest or power referred to in paragraph (a) and (b).
- (f) **Takeover Bid** has the meaning given to that term in the Corporations Act.

9. Indemnities

9.1 Indemnity

Subject to clause 8.2 and to the extent permitted by law, the Vendor unconditionally and irrevocably undertakes to indemnify each of the Indemnified Parties against, and to hold them harmless from and against, all Losses incurred in respect of the Sale, the appointment of the Lead Manager under this agreement, the carrying out of an Indemnified Party's role under or in accordance with this agreement (including in respect of any underwriting services) or as a result of a breach by the Vendor of his obligations under this agreement, including, without limitation, any of the representations and warranties by the Vendor contained in this agreement not being true or correct.

9.2 Limited indemnity

The indemnity in clause 8.1 does not extend to, and is not to be taken to be an indemnity against, any Losses of an Indemnified Party if those Losses result from:

- (a) any fraud, wilful misconduct or gross negligence of that Indemnified Party;
- (b) any penalty or fine which that Indemnified Party is required to pay for any contravention by it of the Corporations Act;
- (c) any amount in respect of which this indemnity would be illegal, void or unenforceable under any law;
- (d) other than in respect of the Bloomberg to be distributed by the Lead Manager in connection with the sale of the Sale Securities, any announcements, advertisements or publicity made or distributed in relation to the sale of the Sale Securities without the written approval of the Vendor or its advisers (other than any announcements, advertisements or publicity in relation to the sale of the Sale Securities made or distributed under legal compulsion where time did not permit the Lead Manager to obtain such written approval); or
- (e) a material breach by the Lead Manager of this agreement which is not capable of remedy or remains unremedied (to the reasonable satisfaction of the Vendor) by the Lead Manager after written notice of that material breach from the Vendor, except to the extent such breach results from an act or omission on the part of the Vendor or a person acting on behalf of the Vendor, where the Lead Manager took reasonable steps to avoid or mitigate the occurrence of such breach,

and in all cases Losses does not include loss, damage or costs of subscription suffered solely as a result of the Lead Manager performing its obligations under clause 2.1(b).

9.3 Vendor release

The Vendor agrees that no Claim may be made by him or any of his Affiliates or any of their respective directors, officers, employees, advisers, representatives or agents of any of them or any of the Vendor's security holders or creditors (**Vendor Party**) against an Indemnified Party and the Vendor (on behalf of itself and any Vendor Party) unconditionally and irrevocably releases and discharges each Indemnified Party from any Claim that may be made by him or a Vendor Party, to recover from that Indemnified Party any Losses suffered or incurred by a Vendor Party directly or indirectly as a result of the participation of that Indemnified Party in the Sale, except to the extent those Losses are finally judicially determined to have resulted from any fraud, wilful misconduct or gross negligence of that Indemnified Party save to the extent such Losses are caused, induced or contributed to by an act or omission on the part of a Vendor Party.

9.4 Settlement of action

The Vendor must not settle any action, demand or Claim to which the indemnity in clause 8.1 relates without the prior written consent of the Lead Manager.

9.5 Benefits of indemnity

Each Indemnified Party, whether or not a party to this agreement, will be entitled to the benefit of this clause 7 and this clause 7 is entered into and may be enforced on that Indemnified Party's behalf by the Lead Manager.

9.6 Interpretation

For the purposes of this clause 7 and any other relevant part of this agreement:

- (a) **Claim** means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.
- (b) **Indemnified Parties** means the Lead Manager and each of its respective Affiliates and each of their respective directors, officers, employees, partners, agents and advisers.
- (c) **Losses** means all Claims, demands, damages, losses, Costs and liabilities.

10. Goods and services tax

10.1 Consideration GST exclusive

Unless expressly stated otherwise in this agreement, all amounts payable or consideration to be provided under this agreement are exclusive of GST.

10.2 Payment of GST

If GST is payable on any supply made under this agreement, for which the consideration is not expressly stated to include GST, the recipient agrees to pay to the supplier an additional amount equal to the GST payable at the same time that the consideration for the supply, or the first part of the consideration for the supply (as the case may be), is to be provided. However:

- (a) the recipient need not pay the additional amount until the supplier gives the recipient a tax invoice or an adjustment note;
- (b) if an adjustment event arises in respect of the supply, the additional amount must be adjusted to reflect the adjustment event and the recipient or the supplier (as the case may be) must make any payments necessary to reflect the adjustment; and
- (c) this clause 9.2 does not apply to the extent that the GST on the supply is payable by the recipient under Division 84 of the GST Act.

10.3 Reimbursements

If a party is required under this agreement to indemnify another party, or pay or reimburse costs of another party, that party agrees to pay the relevant amount less any input tax credits to which the other party (or to which the representative member for a GST group of which the other party is a member) is entitled.

10.4 Calculation of payments

If an amount payable under this agreement is to be calculated by reference to:

- (a) the price to be received for a taxable supply then, for the purposes of that calculation, the price is reduced to the extent that it includes any amount on account of GST; and
- (b) the price to be paid or provided for an acquisition then, for the purposes of that calculation, the price is reduced to the extent that an input tax credit is available for the acquisition.

10.5 Interpretation

For the purposes of this clause 9:

- (a) a term which has a defined meaning in the GST Act has the same meaning when used in this clause 9;
- (a) **GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
- (b) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies will be treated as though it is a separate supply.

11. Withholding tax

11.1 Obligation to withhold

If the Lead Manager is compelled by any applicable law to deduct any withholding, including pursuant to a Withholding Notice, the Lead Manager will:

- (a) withhold such amounts or make such payments as are required by applicable law;
- (b) provide the Vendor with written advice of the requirement, amount and timing of such withholding or payment;
- (c) within forty eight (48) hours of receipt, provide the Vendor with any copies of any available instructions or directions from any governmental authority under which sums are withheld and of any available receipts for amounts withheld or other evidence of sums withheld reasonably required by the Vendor; and

- (i) the Vendor will have no claim against and hereby release the Lead Manager from and in respect of any sum of money lawfully withheld pursuant to this clause; and
- (ii) the parties will provide such information and documentation as each party may reasonably require for the purposes of this clause.

11.2 Foreign resident capital gains tax

- (a) As at the date of this agreement and at all times until Completion, the Vendor makes a declaration under section 14-225 of Schedule 1 of the Taxation Administration Act 1953 (Cth) that he is an Australian resident for Australian tax purposes.
- (b) The Lead Manager acknowledges the declaration made by the Vendor in clause 10.2(a) and, subject to law, will not withhold any amount in relation to a CGT Withholding Amount from any payments to be made to the relevant Vendor in relation to the Sale Securities.

11.3 Refunds

Notwithstanding anything to the contrary in this clause, the Lead Manager shall pay to the Vendor within 10 Business Days of receipt, any withholding amounts released or refunded that were previously withheld or paid, including pursuant to a Withholding Notice, under this agreement.

For the purposes of this clause 10.3, **Business Day** means a day on which:

- (a) the financial market operated by ASX Limited ACN 008 624 691 is open for trading in securities; and
- (b) banks are open for general banking business in Sydney, Australia.

11.4 Interpretation

For the purposes of this clause 10:

- (a) **CGT Withholding Amount** means an amount, if any, determined under section 14-200(3) of Schedule 1 to the Taxation Administration Act 1953 which may be payable to the Commissioner (as defined under the Taxation Administration Act 1953) under section 14-200(1) of Schedule 1 to the Taxation Administration Act 1953; and
- (b) **Withholding Notice** means a notice pursuant to section 255 of the Income Tax Assessment Act 1936 (Cth) or section 260-5 of the Taxation Administration Act 1953 (Cth).

12. Conflict and no fiduciary relationship

The Vendor acknowledges that:

- (a) the Lead Manager is not obliged to disclose to the Vendor or utilise for the benefit of the Vendor, any non-public information which the Lead Manager obtains in the normal course of its business where that disclosure or use would result in a breach of any obligation of confidentiality or any internal "information barrier" policies of the Lead Manager;
- (b) without prejudice to any Claim the Vendor may have against the Lead Manager, no proceedings may be taken against any director, officer, employee, partner, agent or adviser of the Lead Manager or any director, officer, employee, partner, agent or adviser of the Lead Manager's Affiliates arising out of or in connection with the Sale,
- (c) he is contracting with the Lead Manager on an arm's length basis to provide the services described in this agreement and the Lead Manager has not and is not assuming any duties or obligations (fiduciary or otherwise) in respect of the Vendor other than those expressly set out in this agreement; and
- (d) in performing this agreement, the Lead Manager will rely on the information provided to it by or on behalf of the Vendor and information in the public domain without having independently verified the same, and the Lead Manager does not assume any responsibility for the accuracy or completeness of such information for which, in the case of information provided to the Lead Manager by or on behalf of the Vendor, the Vendor will be solely responsible; and
- (e) the Lead Manager is part of a full-service securities and corporate advisory firm and it and its Affiliates are or will be engaged in various activities, including writing research, securities trading and financing and brokerage activities for companies and individuals. In the ordinary course of these activities, the

Lead Manager and its Affiliates and each of their respective directors, officers, employees and partners may be providing, or may in the future provide, financial or other services to other parties with conflicting interests to the Vendor and may receive fees for those services and may actively trade the debt and equity securities (or related derivative securities) for their own account and for the account of their customers and may at any time hold long and short positions in those securities.

13. No requirement to disclose best execution

The parties agree that the Lead Manager is not required to disclose to the Vendor the matters referred to in subrules 3.10.1(1) and 3.10.1(2) of the ASIC Market Integrity Rules (Securities Markets) 2017 (Cth).

14. Miscellaneous

14.1 Entire agreement

This agreement and any agreement in relation to fees under clause 4 constitute the entire agreement of the parties about its subject matter and supersede all previous agreements, understandings and negotiations on that matter.

14.2 Governing law

This agreement is governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales, and waives any right to claim that those courts are an inconvenient forum.

14.3 Severability

If the whole or any part of a provision of this agreement is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause 13.3 has no effect to the extent the severance alters the basic nature of this agreement or is contrary to public policy.

14.4 Waiver and variation

A provision of or right vested under this agreement may not be:

- (a) waived except in writing signed by the party granting the waiver, or expressly agreed by that party via email; or
- (b) varied except in writing signed by the parties, or expressly agreed by the parties via email.

14.5 No assignment

No party may assign its rights or obligations under this agreement without the prior written consent of the other party. Notwithstanding the foregoing sentence, the Lead Manager may assign its rights or obligations under this agreement to its Affiliates without the Vendor's consent and any of those Affiliates will be entitled to the benefits subject to the terms of this agreement.

14.6 Notices

Notices and other communications in connection with this agreement must be in writing. They must be sent to the relevant email addresses referred to below or as otherwise notified to the other party in writing. If the intended recipient has notified changed contact details, then communications must be sent to the changed contact details.

The parties' email addresses are:

Vendor:

Attention: Dean Mintz
Email: dean.mintz@arktech.io

Barrenjoey:

Attention: Will Nolasco
Email: will.nolasco@barrenjoey.com; copy to notices@barrenjoey.com

Notice sent by email in accordance with this clause is received on the first to occur of:

- (a) when the sender receives an automated message confirming delivery; or
- (b) 4 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 yet been delivered or an automated "out of office" reply.

14.7 Affiliates

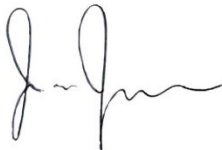
For the purposes of this agreement, Affiliates means any person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a person; "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of securities by contract or agency or otherwise and the term "person" is deemed to include a partnership.

14.8 Counterparts

This agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one agreement.

Yours sincerely,

EXECUTED by **BARRENJOEY MARKETS PTY LIMITED** by its attorney under power of attorney dated 3 August 2022 who has no notice of revocation of that power of attorney:



Signature of attorney

JABE JERRAM

Name of attorney (block letters)

Accepted and agreed to as of the date of this agreement:

SIGNED by Dean Mintz:

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a horizontal line and a small flourish.

Dean Mintz

Schedule 1 – Timetable

Event	Date
Books open	6:30pm Thursday, 17 November 2022
Books close	7:30pm Thursday, 17 November 2022
Trade Date (T)	Friday, 18 November 2022
Settlement Date (T + 2)	Tuesday, 22 November 2022