

## Annexure

### Terms of Options

#### **Application**

- 1 These terms and conditions (**Option Terms**) apply exclusively to the options (**Options**) issued by Mad Paws Holdings Limited (ACN 636 243 180) (**Company**) to Bombora Investment Management Pty Limited (ACN 625 413 390) as trustee for Bombora Special Investments Growth Fund (**Optionholder**) on or about 18 December 2020.

#### **Definitions**

- 2 In these Option Terms:

<b>ASX</b>	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires).
<b>Company</b>	has the meaning given in paragraph 1.
<b>Corporations Act</b>	means the <i>Corporations Act 2001</i> (Cth).
<b>Exercise Notice</b>	has the meaning given in paragraph 11.
<b>Exercise Price</b>	has the meaning given in paragraph 10
<b>Expiry Date</b>	has the meaning given in paragraph 4
<b>Government Agency</b>	means any government, governmental, semi-governmental, administrative, fiscal or judicial body department, commission, authority, tribunal, agency or entity.
<b>IPO Event</b>	means an initial public offering of shares in the Company (or the shares in the capital of any special purpose holding company formed for the purpose of an initial public offer) made under a prospectus lodged with ASIC (or other relevant regulatory body) stating that the Company (or the relevant holding company) has applied or will apply, in conjunction with the offering, for quotation of the shares (or shares in the capital of the relevant holding company) on the ASX or another recognised stock exchange.
<b>Laws</b>	includes without limitation laws, regulations, guidance and policies set or prescribed by any Government Agency, including those set out in the Corporations Act and the Listing Rules.
<b>Listing Rules</b>	means listing rules of ASX.
<b>Option Shares</b>	has the meaning given in paragraph 14.
<b>Option Terms</b>	has the meaning given in paragraph 1.
<b>Optionholder</b>	has the meaning given in paragraph 1.
<b>Options</b>	has the meaning given in paragraph 1.
<b>Restriction agreement</b>	means an agreement entered into by the relevant escrowed person and any controllers and other parties identified in that agreement (which must be in a form and substance which complies with the requirements of the Listing Rules to the extent those rules apply or any other form agreed between the Company and Optionholder in the event that this escrow is a voluntary escrow arrangement).
<b>Share</b>	has the meaning given in paragraph 3.
<b>Trading Policy</b>	means the Company's trading policy in place (if any), as amended from time to time.

**Voluntary Escrow Provisions**

means the conditions of voluntary escrow recommended or required by a broker in relation to the Options or Option Shares which shall not exceed a three year escrow period.

***Rights attaching to Options***

3 Each Option gives the Optionholder the right to subscribe for one fully paid ordinary share of the Company (**Share**) for every Option it holds.

4 The Options will expire at 5:00pm (AEST) on the later of:

- a. the third anniversary of the day on which they were issued; and
- b. the third anniversary of an IPO Event,

**(Expiry Date).**

Any Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

5 Subject to applicable Law and restrictions upon transfer imposed by the ASX or Voluntary Escrow Provisions, the Options are freely transferable.

6 Prior to exercise, an Option does not confer upon the Optionholder:

- a. any right to dividends; or
- b. any right to attend general meetings of the Company, to vote or speak at any meeting or to receive reports provided to shareholders.

7 The Optionholder is not entitled to participate in any new issue to existing shareholders of securities in the Company in respect of any Options unless those Options have been exercised before the record date for determining entitlements to the new issue of securities and the Optionholder participates as a result of holding Shares.

8 If the Company's shares are quoted on the ASX, the Company must give the Optionholder, in accordance with the Listing Rules, notice of

- a. the proposed terms of the issue or offer proposed; and
- b. the right to exercise their Options.

***Exercise of Options***

9 Each one Option is exercisable to one Share in accordance with these Option Terms.

10 The amount payable upon exercise of each Option will be 20 cents per Option (A\$0.20) (**Exercise Price**).

11 The Optionholder may exercise its Options by lodging with the Company, before the Expiry Date:

- a. a written notice of exercise of Options specifying the number of Options being exercised; and

- b. a cheque or electronic funds transfer for the Exercise Price for the number of Options being exercised,

**(Exercise Notice).**

- 12 An Exercise Notice is only effective when the Company has received the full amount of the Exercise Price in cleared funds.
- 13 As soon as reasonably practicable, and in any event within 10 Business Days after receipt of the Exercise Notice and the Exercise Price, the Company must, subject to complying with all applicable Laws and the Trading Policy, issue and allot to the Optionholder (or, if requested by the Optionholder, its nominee) one fully paid ordinary share for each Option exercised pursuant to the relevant Exercise Notice.
- 14 Subject to the Company's constitution, all Shares allotted upon the exercise of Options (**Option Shares**) will upon allotment rank *pari passu* in all respects with other Shares at the date of issue and only carry an entitlement to receive dividends that have a record date after the Option Shares were issued.
- 15 The Company will not apply for quotation of the Options on the ASX.
- 16 If the Company's shares are quoted on the ASX, then, subject at all times to the Listing Rules, the Company will apply for quotation of all Option Shares on ASX immediately after the allotment of those Shares.

***Escrow arrangements***

- 17 If, in connection with an IPO Event:
- a. the ASX imposes mandatory escrow restrictions on all or some of the Options or Option Shares; or
- b. any broker recommends in writing that the Options or Option Shares should be the subject of Voluntary Escrow Provisions,

then the Optionholder must enter into and comply with (and if applicable, ensure its nominee enters into and complies with) the terms of a Restriction Agreement in relation to the relevant Options or Option Shares (as applicable).

***Reconstruction, bonus issues, rights issues etc.***

- 18 If at any time the issued share capital of the Company is reconstructed (including by way of consolidation or share-split), then, subject to the Corporations Act and the Listing Rules, the Options shall be reconstructed (including by way of consolidation or option-split) on the same basis so that the Optionholder is not prejudiced by such reconstruction of the Company's issued share capital.
- 19 If the Company conducts a pro rata issue (except a bonus issue) of securities to its shareholders after the date of issue of the Options, the exercise price of the Options may be reduced in accordance with the formula set out in ASX Listing Rule 6.22.2. This clause is only applicable if the Company's shares are quoted on the ASX.

- 20 If the Company conducts a bonus issue of securities to its shareholders after the date of issue of the Options, the number of securities over which an Option is exercisable may be increased by the number of securities which the Optionholder would have received if the Option had been exercised before the record date for the bonus issue. This clause is only applicable if the Company's shares are quoted on the ASX.

#### ***Compliance with Laws and Trading Policy***

- 21 Nothing in these Option Terms places an obligation on the Company to grant Options or issue Option Shares, where to do so would cause the Company to breach any Law or the Trading Policy.
- 22 Where Options cannot be granted or Option Shares cannot be issued as contemplated in clause 21, the Company must use reasonable endeavours to procure that the Options are granted or Option Shares are issued as soon as practicable following the date clause 21 ceases to prohibit the Company from granting the Options or issuing the Option Shares.
- 23 Notwithstanding anything in this document, the rights of the Optionholder will be changed to the extent necessary to comply with the Listing Rules applying to a reorganisation of capital at the time of the reorganisation.
- 24 Any calculations or adjustments which are required to be made will be made by the Board and will, in the absence of manifest error, be final and conclusive and binding on the Company and the Optionholder.

#### ***Duties and Taxes***

- 25 The Company is not responsible for any duties or taxes that may become payable in connection with the issue of Option Shares following exercise of, or in connection with any other dealing with, the Options.

#### ***General***

- 26 These Option Terms may only be amended by written agreement between the Company and the Optionholder.
- 27 A party may only assign this document or a right under this document in accordance with the terms of this document.
- 28 This document supersedes all previous agreements about its subject matter. This document embodies the entire agreement between the parties.
- 29 The laws of New South Wales govern these Option Terms, and the Company and the Optionholder each irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales and courts competent to hear appeals from those courts in relation to a dispute about the Option Terms.
- 30 A clause or part of a clause of this document that is illegal or unenforceable may be severed from this document and the remaining clauses or parts of the clause of this document continue in force. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this document in the relevant jurisdiction, but the rest of this document will not be affected.

- 31 The rights and obligations of the parties under this document do not merge on completion of any transaction contemplated by this document.

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