

31 January 2023

## **BETMAKERS STRENGTHENS BOARD AND RESTRUCTURES MANAGEMENT TO FOCUS ON PROFITABILITY AND GROWTH**

BetMakers Technology Group Limited (ASX:BET) (“**BetMakers**” or the “**Company**”) is pleased to announce that Mr Matt Davey has been appointed as President and Executive Chairman as part of a Company restructure. Mr Davey is a former Board member of BetMakers and a highly respected global wagering and gaming business leader with a proven track record. His appointment is a key part of the Company’s decision to restructure its Board and Management. The changes are intended to accelerate the delivery of business optimisation and growth, and ultimately to maximise shareholder value. The changes, effective immediately, are as follows:

- **Matt Davey** has been appointed to the Board as President and Executive Chairman;
- **Nick Chan**, formerly Non-Executive Chairman, remains on the Board as a Non-Executive Director;
- **Todd Buckingham**, formerly CEO, has been appointed to a new role of Chief Growth Officer, with a dedicated global project remit, as part of Todd’s refocus, he has also stepped down from the Board; and
- **Jake Henson**, formerly COO, has been appointed Chief Executive Officer.

### **Background to the restructure**

BetMakers has experienced exponential growth in the past three years. The business is well positioned and widely recognised as a global leader in the B2B racing and wagering market.

The Company’s strategy for the past three years has been focused on growth and has created a range of global opportunities that are viewed as highly lucrative. The exponential growth and the geographically diverse nature of this expansion has required the Company to invest in processes and systems as required of a leading global technology business. This includes cyber-security, ISO certification, regulatory and compliance frameworks. Whilst transitory in nature, the implementation has consumed valuable management resources and added materially to the cost base.

The three revenue divisions of BetMakers are at different stages of business cycles. As such, the Company’s management changes are designed to allow the Company to maximise and increase profits on its mature and developed businesses by addressing operational efficiencies and creating more scalable processes, while at the same time allowing a more agile team to focus on capitalising on the international opportunities that are emerging.

The Global Betting Services division, which is the Company's platforms and trading division, is in strong growth mode and, with the recently delivered BetR contract<sup>1</sup> and technology platform, represents a significant business opportunity that is ready to scale globally.

The Global Racing Network division is relatively embryonic, but the potential is underpinned by a strong platform in the Monmouth/New Jersey fixed odds initiative, Caymanas Park, and the recently launched Global Tote Hub.

### Looking Ahead

The Board and Executive management team of BetMakers have taken action to realign management responsibilities and reporting lines to address the factors noted above.

These changes are:

- Matt Davey appointed to the Board in the role of President and Executive Chairman to provide strategic direction, oversight and prioritisation
- Nick Chan remains on the Board as Non-Executive Director, maintaining the Company's access to his experience, corporate knowledge, and expertise
- Todd Buckingham moves from CEO to Chief Growth Officer with a focus on developing and executing on international opportunities; and
- Jake Henson is promoted from COO to CEO with a focus on driving the operational excellence of the business and optimising profitability.

The intended purpose of these changes, collectively, is to enable the optimisation of the full potential of the business in an accelerated time frame. It is designed to align the skill base of our key executives to the areas that will deliver maximum shareholder value for the Company.

### Commenting on the changes, Nick Chan said:

*"The Board, working with management, have concluded that this restructure creates absolute clarity and focus to deliver on our growth plans for shareholders. I welcome Matt Davey back to the Board and thank him for taking on the role of President and Executive Chairman.*

*"In practical terms, these changes are designed to affect a strategic reset of the business, with a clear shift from growth to optimisation plus execution.*

*"This will entail an increased focus on operational disciplines, specifically a return to positive cashflows, cost efficiency, and optimal capital management. The changes will also allow the team to execute on growth opportunities, particularly international fixed odds and the Global Tote International Pools.*

*"Todd Buckingham has been a fantastic CEO as founder of the Company. I thank Todd for his leadership and ability to scale and grow the business from a start-up to a global operation with more than 500 employees,*

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<sup>1</sup> Agreement entered into with NTD Pty Ltd. See ASX Announcement released on 21 April 2022.

*and the way he has positioned the business for the intended success in the coming year. His transition to a new dedicated role as Chief Growth Officer will add focus on the delivery of the Company's international opportunities, including fixed odds in the US and other markets, and the Global Tote Hub globally. We are experiencing increasing interest from wagering and racing organisations all over the world and this role will allow Todd to dedicate his time to executing on these opportunities.*

*"Finally, we are delighted to announce the promotion of Jake Henson to the role of Chief Executive Officer. Jake is a highly regarded wagering industry professional who has been fundamental in the success of our core Global Betting Services business division of Platforms and Managed Trading Services. Jake's unrelenting focus on operational excellence will drive revenue growth and profitability across the whole organisation.*

*"These changes support our urgency to deliver on the next phase of profitable growth for the business. It aligns the three business units of BetMakers with clear leadership and a pathway to execute."*

**Commenting on his appointment to the Board, Matt Davey said:**

*"Over the last 25 years as an executive in the industry, and through my investment company Tekkorp Capital LLC, I have had the opportunity to explore many gaming and wagering opportunities across the world. It remains clear to me that there is no better business or investment opportunity on the international stage than what the BetMakers business currently has on a global scale.*

*"I am delighted, after discussions with management and Board members, to be re-investing my energy and time to delivering on these opportunities. I am taking on the role of President and Executive Chairman to work closely at a Board and management level with the intention to get results for all shareholders. I have confidence in the team, I have a strong belief in the market opportunities, and I will begin with an urgency in our approach to deliver results."*

The Company notes that the costs to shareholders of these management changes are modest and importantly there is no net share dilution.

- Matt Davey will receive AUD\$350k base salary for his full-time role + STI of up to 100% of base salary + LTI of 5,000,000 Performance Rights issued today under the Company's long term incentive plan (LTIP) comprising:<sup>2</sup>
  - 1,000,000 Tranche 1 Performance Rights;
  - 1,500,000 Tranche 2 Performance Rights; and
  - 2,500,000 Tranche 3 Performance Rights.
  
- Jake Henson will receive AUD\$375k base salary for his full-time role + STI of up to 100% of base salary + LTI of 2,500,000 Performance Rights issued today under the LTIP comprising:<sup>3</sup>
  - 500,000 Tranche 1 Performance Rights;
  - 750,000 Tranche 2 Performance Rights; and
  - 1,250,000 Tranche 3 Performance Rights.

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<sup>2</sup> The terms of the Performance Rights are annexed to this announcement.

The Company and Todd Buckingham have entered into a variation to his existing executive services agreement pursuant to which Todd has agreed to change his role and responsibilities to fit his new role as Chief Growth Officer. Todd has also agreed to cancel 10,000,000 of his Performance Rights<sup>3</sup> for nil consideration which have been reallocated to facilitate the above Board and management changes so that it does not result in any shareholder dilution. Todd's executive services agreement otherwise remains materially unchanged.

**Commenting on the Board and Management changes, Todd Buckingham said:**

*"I am especially proud to have been the founding CEO of BetMakers as we have built the Company from a start up to the respected expansive Global company it is today.*

*"The decision to transition from CEO to a focused delivery role on our international opportunities and growth initiatives came after an internal review to best position the Company for accelerated growth and how best I could assist in capitalising on these opportunities.*

*"I have no doubt that we have assembled some of the best and most forward-thinking racing, wagering, and technology executives in the world.*

*"I would like to congratulate Jake Henson on becoming the new CEO, which is a well-earned and deserved appointment given his long history, and commitment to the Company. I am excited to be working with him over the years ahead.*

*"I am also thankful for the past and ongoing support of the Board and look forward to the next exciting phase for BetMakers under this aligned and focused team."*

An Appendix 3X for Matt Davey and an Appendix 3Z for Todd Buckingham are attached to this announcement. Appendices 3G and 3H in respect of the issue and cancellation of performance rights will be lodged with ASX separately today.

The Board of BetMakers has authorised the release of this announcement to ASX.

For further information please contact

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<sup>3</sup> Comprising 5,000,000 Tranche 2 Performance Rights and 5,000,000 Tranche 4 Performance Rights issued to Todd following the Company receiving shareholder approval at the General Meeting held on 26 April 2021. See Notice of Meeting released to ASX on 25 March 2021 for the terms of the relevant Performance Rights.

## Disclaimer

This announcement contains “forward-looking statements.” These can be identified by words such as “may”, “should”, “anticipate”, “believe”, “intend”, “estimate”, and “expect”. Statements which are not based on historic or current facts may be forward-looking statements. Forward-looking statements are based on:

- assumptions regarding the Company’s financial position, business strategies, plans and objectives of management for future operations and development and the environment in which the Company will operate; and
- current views, expectations and beliefs as at the date they are expressed and which are subject to various risks and uncertainties.

All monetary figures quoted within this document are in Australian dollars (\$AUD) unless otherwise specified and provided on an unaudited basis.

Actual results, performance or achievements of the Company could be materially different from those expressed in, or implied by, these forward-looking statements. The forward-looking statements contained within the presentations are not guarantees or assurances of future performance and involve known and unknown risks, uncertainties and other factors, many of which are beyond the control of the Company, which may cause the actual results, performance or achievements of the Company to differ materially from those expressed or implied by forward-looking statements. For example, the factors that are likely to affect the results of the Company include general economic conditions in Australia and globally; exchange rates; competition in the markets in which the Company does and will operate; weather and climate conditions; and the inherent regulatory risks in the businesses of the Company. The forward-looking statements contained in this announcement should not be taken as implying that the assumptions on which the projections have been prepared are correct or exhaustive. The Company disclaims any responsibility for the accuracy or completeness of any forward-looking statement. The Company disclaims any responsibility to update or revise any forward-looking statements to reflect any change in the Company’s financial condition, status or affairs or any change in the events, conditions or circumstances on which a statement is based, except as required by law. The projections or forecasts included in this presentation have not been audited, examined or otherwise reviewed by the independent auditors of the Company.

You must not place undue reliance on these forward-looking statements.

## ANNEXURE

The material terms and conditions of the Performance Rights are as follows.

- (a) Capitalised words used in these terms are defined below:
- (i) **60 Day VWAP** means, as applicable, the volume weighted average price of a given company's shares as traded on the ASX over 60 consecutive trading days.
- (ii) **Expiry Date** means (as applicable):
- (A) for the Tranche 1 Performance Rights, the date that is 12 months after the expiry of the Tranche 1 Vesting Period;
- (B) for the Tranche 2 Performance Rights, the date that is 12 months after the expiry of the Tranche 2 Vesting Period;
- (C) for the Tranche 3 Performance Rights, the date that is 12 months after the expiry of the Tranche 3 Vesting Period;
- (iii) **Performance Rights** means the:
- (A) Tranche 1 Performance Rights;
- (B) Tranche 2 Performance Rights;
- (C) Tranche 3 Performance Rights;
- (iv) **Peer Comparator Group** means, in respect of each Vesting Period, the entities nominated as the peer comparator group for that Vesting Period by the Company's Remuneration and Nomination Committee and confirmed by the Board prior to the commencement of that Vesting Period (or in respect of the Tranche 1 PCG, by 28 February 2023) which shall be either:
- (A) at least 10 entities which are comparable to the Company's business, industry, size, nature or other characteristics determined by the Remuneration and Nomination Committee and the Board; or
- (B) the constituents of the S&P / ASX300 index classified under 'Information Technology' and 'Casinos and Gaming' industries under the GICS classification system as at immediately prior to the Vesting Period; but excluding any entity that:
- (C) is in the top 20 companies by market capitalisation in the S&P / ASX300 index;
- (D) is subject to insolvency, appoints an administrator, receiver or liquidator, makes an application for winding up or deregistration, or a like event of similar effect (**Insolvency Event**) during the Vesting Period, provided that the details of the Insolvency Event is publicly available on ASIC or ASX;
- (E) undertakes a material merger or acquisition during the Vesting Period that required shareholder approval for the merger or acquisition; or
- (F) is delisted from the ASX during the Vesting Period.
- (v) **Tranche 1 PCG** means the Peer Comparator Group relating to the Tranche 1 Vesting Period.
- (vi) **Tranche 1 Performance Rights** means Performance Rights issued under the LTIP which will vest upon the Company satisfying the Tranche 1 Vesting Condition, and which will be on substantially the terms and conditions set out in this Schedule and the LTIP offer letter to be issued by the Company.
- (vii) **Tranche 1 Vesting Condition** means, in respect of the proportion of Tranche 1 Performance Rights set out in column 1 of the table below:
- (A) the Company's TSR over the Tranche 1 Vesting Period being the amount set out in the corresponding row of column 2 in the table below; and
- (B) the Executive is still being employed by the Company (and no notice of termination being given under the Agreement) as at the expiry of the Tranche 1 Vesting Period.

Percentage of Tranche 1 Performance Rights to Vest	Company TSR over Tranche 1 Vesting Period
100%	The Company TSR is equal to or greater than the TSR of the 75 <sup>th</sup> percentile of the Tranche 1 PCG.
The percentile of the Company TSR relative to the Tranche 1 PCG, subject to a minimum of 50%	The Company TSR is equal to or greater than the median TSR of the Tranche 1 PCG but less than the TSR of the entity at the 75 <sup>th</sup> percentile of the Tranche 1 PCG.
0%	The Company TSR is less than the median TSR of the Tranche 1 PCG.

- (viii) **Tranche 1 Vesting Period** means the period commencing 1 February 2023 and expiring at 11:59pm on 30 June 2024, or if the Board agree in its sole discretion in accordance with clause (f) of this Schedule, the period commencing 1 February 2023 and expiring at 11:59pm on 30 June 2025.
- (ix) **Tranche 2 PCG** means the Peer Comparator Group relating to the Tranche 2 Vesting Period.
- (x) **Tranche 2 Performance Rights** means Performance Rights issued under the LTIP which will vest upon the Company satisfying the Tranche 2 Vesting Condition during the Tranche 2 Vesting Period, and which will be on substantially the terms and conditions set out in this Schedule and the LTIP offer letter to be issued by the Company.
- (xi) **Tranche 2 Vesting Condition** means, in respect of the proportion of Tranche 2 Performance Rights set out in column 1 of the table below:
- (A) the Company's TSR over the Tranche 2 Vesting Period being the amount set out in the corresponding row of column 2 in the table below; and

- (B) the Executive is still being employed by the Company (and no notice of termination being given under the Agreement) as at the expiry of the Tranche 2 Vesting Period.

Percentage of Tranche 2 Performance Rights to Vest	Company TSR over Tranche 2 Vesting Period
100%	The Company TSR is equal to or greater than the TSR of the 75 <sup>th</sup> percentile of the Tranche 2 PCG.
The percentile of the Company TSR relative to the Tranche 2 PCG, subject to a minimum of 50%	The Company TSR is equal to or greater than the median TSR of the Tranche 2 PCG but less than the TSR of the 75 <sup>th</sup> percentile of the Tranche 2 PCG.
0%	The Company TSR is less than the median TSR of the Tranche 2 PCG.

- (xii) **Tranche 2 Vesting Period** means the period commencing 1 July 2024 and expiring at 11:59pm on 30 June 2025, or if the Board agree in its sole discretion in accordance with clause (f) of this Schedule, the period commencing 1 July 2024 and expiring at 11:59pm on 30 June 2026.
- (xiii) **Tranche 3 PCG** means the Peer Comparator Group relating to the Tranche 3 Vesting Period.
- (xiv) **Tranche 3 Performance Rights** means Performance Rights issued under the LTIP which will vest upon the Company satisfying the Tranche 3 Vesting Condition during the Tranche 3 Vesting Period, and which will be on substantially the terms and conditions set out in this Schedule and the LTIP offer letter to be issued by the Company.
- (xv) **Tranche 3 Vesting Condition** means, in respect of the proportion of Tranche 3 Performance Rights set out in column 1 of the table below:
- (A) the Company's TSR over the Tranche 3 Vesting Period being the amount set out in the corresponding row of column 2 in the table below; and
- (B) the Executive is still being employed by the Company (and no notice of termination being given under the Agreement) as at the expiry of the Tranche 3 Vesting Period.

Percentage of Tranche 3 Performance Rights to Vest	Company TSR over Tranche 3 Vesting Period
100%	The Company TSR is equal to or greater than the TSR of the 75 <sup>th</sup> percentile of the Tranche 3 PCG.
The percentile of the Company TSR relative to the Tranche 3 PCG, subject to a minimum of 50%	The Company TSR is equal to or greater than the median TSR of the Tranche 3 PCG but less than the TSR of the 75 <sup>th</sup> percentile of the Tranche 3 PCG.
0%	The Company TSR is less than the median TSR of the Tranche 3 PCG.

- (xvi) **Tranche 3 Vesting Period** means the period commencing 1 July 2025 and expiring at 11:59pm on 30 June 2026.
- (xvii) **TSR** means the percentage return generated by a shareholder's investment in a company's shares over a Vesting Period, assuming that dividends are notionally reinvested into shares in that company, and calculated as:  

$$TSR = (((A - B) + C) / B) \times 100$$
Where:  
A = the 60 Day VWAP of the company's shares up to and including the last trading day of the Vesting Period;  
B = the 60 Day VWAP of the company's shares up to and including the trading day immediately prior to the start of the Vesting Period;  
C = the amount of any dividend paid by the company on a share during the Vesting Period
- (xviii) **Vesting Condition** means (as applicable):  
(A) Tranche 1 Vesting Condition;  
(B) Tranche 2 Vesting Condition; or  
(C) Tranche 3 Vesting Condition;
- (xix) **Vesting Date** means (as applicable):  
(A) for the Tranche 1 Performance Rights, the expiry of the Tranche 1 Vesting Period;  
(B) for the Tranche 2 Performance Rights, the expiry of the Tranche 2 Vesting Period;  
(C) for the Tranche 3 Performance Rights, the expiry of the Tranche 3 Vesting Period;
- (xx) **Vesting Period** means (as applicable):  
(A) Tranche 1 Vesting Period;  
(B) Tranche 2 Vesting Period; or  
(C) Tranche 3 Vesting Period;
- (b) Subject to the satisfaction of the relevant Vesting Condition on or before the corresponding Vesting Date, the relevant Performance Rights will vest and become convertible into Shares on a 1:1 basis for nil consideration.

- (c) The Performance Rights will not be quoted on the ASX and will not otherwise be transferable.
- (d) Vested Performance Rights must be converted into Shares on or before the relevant Expiry Date.
- (e) Vested Performance Rights may be converted into Shares by the holder providing a written conversion notice to the Company (**Conversion Notice**), upon which the Company will allot and issue the Shares pursuant to the conversion of the relevant Performance Rights and apply for official quotation on ASX of those Shares within:
- (i) where the Company satisfies the requirements of section 708A(5) of the Corporations Act, ten (10) Business Days after the later of:
- (A) if the Company is not in possession of Excluded Information, the date of receipt of the Conversion Notice (**Notification Date**); and
- (B) the date the Company ceases to be in possession of Excluded Information in respect to the Company (if any); or
- (ii) where the Company does not satisfy the requirements of section 708A(5) of the Corporations Act, 20 Business Days after the Notification Date.
- (f) In the event that:
- (i) the Tranche 1 Vesting Condition is not satisfied during the Tranche 1 Vesting Period, the Board may determine, in its sole discretion, that the expiry of the Tranche 1 Vesting Period be extended to 11:59pm on 30 June 2025. For the avoidance of doubt, where the Board elects to extend the Tranche 1 Vesting Period, the basis for determining the Tranche 1 PCG shall not change and variable 'A' in the calculation of the relevant TSRs for the Company and the Tranche 1 PCG shall not change;
- (ii) the Tranche 2 Vesting Condition is not satisfied during the Tranche 2 Vesting Period, the Board may determine, in its sole discretion, that the expiry of the Tranche 2 Vesting Period be extended to 11:59pm on 30 June 2026. For the avoidance of doubt, where the Board elects to extend the Tranche 2 Vesting Period, the basis for determining the Tranche 2 PCG shall not change and variable 'A' in the calculation of the relevant TSRs for the Company and the Tranche 2 PCG shall not change.
- (g) Where the relevant Vesting Condition is not satisfied during the relevant Vesting Period (and the Board does not exercise its discretion to extend the Vesting Period under clause (f) of this Schedule, the relevant Performance Rights relating to that Vesting Period will lapse on the expiry of the relevant Vesting Period.
- (h) Unless the Board determines otherwise in its sole discretion, any vested Performance Rights not converted into Shares on or before the relevant Expiry Date, will lapse on the relevant Expiry Date.
- (i) Unless the Board determines otherwise in its discretion, if the Executive:
- (i) becomes a Bad Leaver (as defined in the LTIP), all unvested Performance Rights will lapse on termination of this Agreement and all vested Performance Rights must be exercised within 30 days of the termination of this Agreement or they will be automatically cancelled;
- (ii) becomes a Good Leaver (as defined in the LTIP):
- (A) all vested Performance Rights must be exercised within 30 days of the termination of this Agreement or they will be automatically cancelled;
- (B) all unvested Performance Rights relating to Vesting Periods commencing after termination of the Agreement will lapse on termination of this Agreement; and
- (C) in respect of the unvested Performance Rights relating to the Vesting Period during which this Agreement was terminated:
- I. that pro rata amount of those unvested Performance Rights corresponding to the proportion of that Vesting Period after termination of this Agreement will lapse on termination of this Agreement; and
- II. the remaining unvested Performance Rights will remain eligible to vest in accordance with their terms, and the Company will waive the condition in sub-paragraph (B) of the relevant Vesting Condition.
- (j) The Performance Rights do not confer on the holder any right to vote or to participate in dividends until Shares are allotted pursuant to the conversion of vested Performance Rights.
- (k) All Shares issued upon the exercise of vested Performance Rights will upon issue rank pari passu in all respects with other Shares.
- (l) If at any time the issued capital of the Company is reorganised, all rights of a holder are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reorganisation.
- (m) There are no participating rights or entitlements inherent in the Performance Rights and the holder will not be entitled to participate in new issues of capital offered to shareholders during the currency of the Performance Rights.
- (n) In the event of a Change of Control Event (as defined in the LTIP), all unvested Performance Rights shall vest on, or immediately prior to and conditional on, completion of that Change of Control Event.
- (o) The Performance Rights will be issued under the LTIP and, accordingly, will be governed by the applicable terms under the LTIP and the offer letter to be issued by the Company in respect of the Performance Rights. In the event of any inconsistency between these terms, the offer letter and the terms of the LTIP, the terms of the offer letter will prevail.



# Appendix 3X

## Initial Director's Interest Notice

*Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.*

Introduced 30/9/2001.

<b>Name of entity</b>	<b>BetMakers Technology Group Ltd</b>
<b>ACN</b>	<b>164 521 395</b>

We (the entity) give ASX the following information under listing rule 3.19A.1 and as agent for the director for the purposes of section 205G of the Corporations Act.

<b>Name of Director</b>	Matthew Stuart Davey
<b>Date of appointment</b>	31 January 2023

### Part 1 - Director's relevant interests in securities of which the director is the registered holder

*In the case of a trust, this includes interests in the trust made available by the responsible entity of the trust*

Note: In the case of a company, interests which come within paragraph (i) of the definition of "notifiable interest of a director" should be disclosed in this part.

<b>Number &amp; class of securities</b>
5,000,000 Performance Rights issued under the Company's long term incentive plan, subject to vesting conditions.

+ See chapter 19 for defined terms.

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**Appendix 3X**  
**Initial Director's Interest Notice**

**Part 2 – Director's relevant interests in securities of which the director is not the registered holder**

*In the case of a trust, this includes interests in the trust made available by the responsible entity of the trust*

Name of holder & nature of interest	Number & class of Securities
Tekkorp Holdings LLC	105,500,000 Fully Paid Ordinary Shares ( <b>Shares</b> )

**Part 3 – Director's interests in contracts**

Note: In the case of a company, interests which come within paragraph (ii) of the definition of "notifiable interest of a director" should be disclosed in this part.

<b>Detail of contract</b>	In order to fund various investment commitments and opportunities, Mr Davey, through Tekkorp Holdings LLC, entered into a funding arrangement with an investment bank ( <b>First Funding Arrangement</b> ) on 9 July 2021
<b>Nature of interest</b>	The First Funding Arrangement includes a loan facility, cash settled options and stock loans referencing 28,000,000 Shares held by Tekkorp Holdings LLC
<b>Name of registered holder (if issued securities)</b>	Tekkorp Holdings LLC
<b>No. and class of securities to which interest relates</b>	N/A

<b>Detail of contract</b>	In order to fund various investment commitments and opportunities, Mr Davey, through Tekkorp Holdings LLC, entered into a funding arrangement with an investment bank ( <b>Second Funding Arrangement</b> ) in August 2022.
<b>Nature of interest</b>	The Second Funding Arrangement includes a loan facility, cash settled options and stock loans referencing 7,700,000 Shares held by Tekkorp Holdings LLC
<b>Name of registered holder (if issued securities)</b>	Tekkorp Holdings LLC

+ See chapter 19 for defined terms.

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<b>No. and class of securities to which interest relates</b>	N/A
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+ See chapter 19 for defined terms.

# Appendix 3Z

## Final Director's Interest Notice

*Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.*

Introduced 30/9/2001.

<b>Name of entity</b>	<b>BetMakers Technology Group Ltd</b>
<b>ACN</b>	<b>164 521 395</b>

We (the entity) give ASX the following information under listing rule 3.19A.3 and as agent for the director for the purposes of section 205G of the Corporations Act.

<b>Name of director</b>	Todd Cameron Buckingham
<b>Date of last notice</b>	2 September 2022
<b>Date that director ceased to be director</b>	31 January 2023

### Part 1 – Director's relevant interests in securities of which the director is the registered holder

*In the case of a trust, this includes interests in the trust made available by the responsible entity of the trust*

Note: In the case of a company, interests which come within paragraph (i) of the definition of "notifiable interest of a director" should be disclosed in this part.

<b>Number &amp; class of securities</b>  18,686,834 Fully Paid Ordinary Shares ( <b>Shares</b> ) 10,000,000 Performance Rights
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+ See chapter 19 for defined terms.

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## Appendix 3Z Final Director's Interest Notice

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### Part 2 – Director's relevant interests in securities of which the director is not the registered holder

Note: In the case of a company, interests which come within paragraph (ii) of the definition of "notifiable interest of a director" should be disclosed in this part.

*In the case of a trust, this includes interests in the trust made available by the responsible entity of the trust*

Name of holder & nature of interest	Number & class of securities
TJCT Pty Ltd <Buckingham Super A/C>	1,320,000 Shares

### Part 3 – Director's interests in contracts

Detail of contract	N/A
Nature of interest	
Name of registered holder (if issued securities)	
No. and class of securities to which interest relates	

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+ See chapter 19 for defined terms.

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