

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme	IntelliHR Limited (ASX: IHR)
ACN/ARSN	600 548 516

1. Details of substantial holder (1)

Name	Access Workspace Pty Ltd (Access Workspace) on behalf of itself and each of its associates listed in Annexure A of this notice (together, The Access Group).
ACN/ARSN (if applicable)	636 482 383

The holder became a substantial holder on 3 April 2023

2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares ("Shares")	53,957,542	53,957,542	15.87% (based on 339,991,116 Shares on issue)

3. Details of relevant interests

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

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Access Workspace	Relevant interest in 2,240,124 Shares under s 608(1)(c) and 608(8) of the <i>Corporations Act 2001</i> (Cth) (Corporations Act) by virtue of the Share Purchase Agreement, a copy of which is attached as Annexure B ("SPA")	2,240,124 Shares
Each other entity in The Access Group	Each other entity in The Access Group has a relevant interest in 2,240,124 Shares under s 608(3) of the <i>Corporations Act</i> .	2,240,124 Shares
Access Workspace	Relevant interest in 51,717,418 Shares under s 608(1)(c) and 608(8) of the <i>Corporations Act 2001</i> (Cth) (Corporations Act) by virtue of each Takeover Acceptance Agreement set out in Annexure C, which is conditional on (among other things) Access Workspace launching a takeover bid for IHR under Chapter 6 of the <i>Corporations Act</i> for consideration of at least \$0.235 per share.	51,717,418 Shares
Each other entity in The Access Group	Each other entity in The Access Group has a relevant interest in 51,717,418 Shares under s 608(3) of the <i>Corporations Act</i> .	51,717,418 Shares

4. Details of present registered holders

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
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Access Workspace and each other entity in The Access Group	JD Investments Holding Pty Ltd	JD Investments Holding Pty Ltd	2,240,124 Shares
Access Workspace and each other entity in The Access Group	Neil Joseph Reinhardt and Cheryl Reinhardt	Neil Joseph Reinhardt and Cheryl Reinhardt	880,000 Shares
Access Workspace and each other entity in The Access Group	Kokoris Superannuation Pty Ltd	Kokoris Superannuation Pty Ltd	15,623,647 Shares
	Denim Co Pty Ltd	Denim Co Pty Ltd	
	Immanuel Developments Pty	Immanuel Developments	
Access Workspace and each other entity in The Access Group	Harvest Lane Asset Management Pty Ltd	Harvest Lane Asset Management Pty Ltd	35,205,771 Shares

5. Consideration

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

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Access Workspace	3 April 2023	\$526,429.14 payable on settlement under the SPA, being \$0.235c per Share (see	N/A	2,240,124 Shares
Each other entity in The Access Group	3 April 2023	N/A – deemed relevant interests		2,240,124 Shares
Access Workspace	3 April 2023	See Annexure C		51,717,418 Shares
Each other entity in The Access Group	3 April 2023	N/A – deemed relevant interests		51,717,418 Shares

6. Associates

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

Name and ACN/ARSN (if applicable)	Nature of association
Access Workspace and each other entity in The Access Group	Access Workspace and each other entity in The Access Group are associates under section 12(2)(a) of the Corporations Act.

7. Addresses

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

Name	Address
Access Workspace Pty Ltd	Level 11, 821 Pacific Highway Chatswood NSW 2067
Each member of The Access Group	C/-Level 11, 821 Pacific Highway Chatswood NSW 2067

Signature

print name Kerry Agiasotis capacity Principal

sign here

DocuSigned by:
Kerry Agiasotis
EUS323FB3296449...

date 4 April 2023

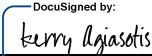
DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Annexure A

This is Annexure "A" of 2 pages (including this page) referred to in the accompanying Form 603.

Signature

print name	Kerry Agiasotis	capacity	Principal
sign here	<div><div>DocuSigned by:</div><div> E05325FB5298449...</div></div>	date	4 April 2023

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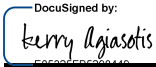
The following entities are associates of Access Workspace Pty Ltd and each other by virtue of being related bodies corporate.

Company name	Company number
Access UK Limited	CRN 02343760
Access Technology Group Limited	CRN 05575609
Armstrong Bidco Limited	CRN 11279841
Armstrong Midco Limited	CRN 11279285
Armstrong Sub-Holdings Limited	CRN 11306819
Armstrong Topco Limited	CRN 11279201
Aldrin Bidco Limited	CRN 12885966
Aldrin Midco Limited	CRN12836744
Aldrin Topco Limited	CRN 12836750
Aldrin Sub-Holdings Limited	CRN 12935314
Aldrin Mid-Holdings Limited	CRN 12929626)
Aldrin Holdings Limited	CRN 12922818
Asyst UK Bidco Limited	CRN 14077054
Asyst UK Midco Limited	CRN 14077056
Asyst UK Topco Limited	CRN 14077050
Asyst Topco Limited (Guernsey)	70599
Attaché Software Australia Pty Ltd	ACN 002 676 511
Unleashed Software Pty Ltd	ACN 160 389 579
Access Software Asia Pte. Ltd. (Singapore)\	199802054M
Access Workspace Singapore Holdings Pte. Ltd. (Singapore)	200412271M
FastTrack Pty Ltd	ACN 061 703 697
Fathom Applications Pty Ltd	ACN 152 877 551
Fathom Technologies Pty Ltd	ACN 152 877 560
Access Software Sdn. Bhd. (Malaysia)	199701025891 441389-K
Access Australia Holdings Pty Ltd	ACN 106 729 015
Definitiv Group Pty Ltd	ACN 147808026
Definitiv International Pty Ltd	ACN 607247512
Proactiv Payroll Australia Pty Ltd	ACN 600296400
Access Workspace NZ Limited	NZCN 2356776
RDB Now Pty Ltd	ACN 615 924 279
Access Software Australia Pty Ltd	ACN 071 007 326
Attaché Software (New Zealand) Pty. Limited	ACN 087,875,205 NZCN 1159877
Access Software One Pty Limited	ACN: 604 325 073
HandiSoft Software Pty Ltd	ACN 089 780 218
Softline Australia Holdings Pty Ltd	ACN 101 238 671

Annexure B

This is Annexure "B" of 9 pages (including this page) referred to in the accompanying Form 603.

Signature

print name	Kerry Agiasotis	capacity	Principal
sign here	<div>DocuSigned by:  Kerry Agiasotis</div>	date	4 April 2023

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JD Investments Holding Pty Ltd

Access Workspace Pty Limited

Share Purchase Agreement

Acquisition of shares in IntelliHR Limited

Deutsche Bank Place
Corner Hunter and Phillip Streets
Sydney NSW 2000 Australia
T +61 2 9230 4000
F +61 2 9230 5333
www.allens.com.au

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Share Purchase Agreement

Allens < Linklaters

Contents

1	Definitions and Interpretation	1
1.1	Definitions	1
1.2	Interpretation	2
2	Sale and Purchase of the Sale Shares	2
3	Settlement	2
3.1	Settlement Date	2
3.2	Obligations at Settlement	3
4	Warranties and assurances	3
5	Confidentiality	3
6	No liability	4
7	General	4
7.1	Amendment	4
7.2	Governing law and jurisdiction	4
7.3	Counterparts	4

Share Purchase Agreement

This Agreement is made on 3 April 2023

Parties

- 1 **JD Investments Holding Pty Ltd** (ACN 130 528 308) of Level 13, 664 Collins Street, Docklands Victoria 3008 (the **Vendor**).
- 2 **Access Workspace Pty Limited** (ACN 636 482 383) of Level 11, 821 Pacific Highway, Chatswood NSW 2067 (the **Purchaser**).

Recitals

- A The Vendor is the registered holder and beneficial owner of the Sale Shares.
- B The Vendor has agreed to sell the Sale Shares to the Purchaser, and the Purchaser has agreed to buy the Sale Shares from the Vendor, on the terms of this Agreement.

It is agreed as follows.

1 Definitions and Interpretation**1.1 Definitions**

The following definitions apply unless the context requires otherwise.

ASX means ASX Limited ACN 008 624 691 or, as the context requires, the financial market operated by it known as the Australian Securities Exchange.

Business Day means a day that is not a Saturday, Sunday, bank holiday or public holiday in Sydney, New South Wales, Brisbane, Queensland and London, United Kingdom.

Company means IntelliHR Limited (ACN 600 548 516).

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

Governmental Agency means a government or a governmental, semi-governmental or judicial entity or authority. It also includes a self-regulatory organisation established under statute or a stock exchange.

Purchase Price means an amount equal to \$526,429.14 (being \$0.235 per Sale Share).

Related Bodies Corporate has the meaning given to that term in section 50 of the Corporations Act.

Sale Shares means 2,240,124 fully paid ordinary shares in the capital of the Company together with all the benefits of all rights (including dividend rights) attached or accruing to those shares as at Settlement.

Security Interest includes any mortgage, pledge, lien or charge or any security or preferential interest or arrangement of any kind or any other right of, or arrangement with, any creditor to have its claim satisfied in priority to other creditors with, or from the proceeds of, any asset. It includes retention of title other than in the ordinary course of day-to-day trading and a deposit of money by way of security but it excludes a charge or lien arising in favour of a Governmental Agency by operation of statute unless there is default in payment of money secured by that charge or lien.

Settlement means the completion and settlement of the sale of Sale Shares in accordance with clause 3.1.

Settlement Date has the meaning given in clause 3.1.

1.2 Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after includes, including, for example, or similar expressions does not limit what else might be included.
- (c) Nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or a relevant part of it.
- (d) The following rules apply unless the context requires otherwise:
 - (i) The singular includes the plural, and the converse also applies.
 - (ii) A gender includes all genders.
 - (iii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
 - (iv) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
 - (v) A reference to a clause or schedule is a reference to a clause of, or schedule to, this Agreement.
 - (vi) A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
 - (vii) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document.
 - (viii) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
 - (ix) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
 - (x) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
 - (xi) A reference to *dollars* or \$ is to Australian currency.

2 Sale and Purchase of the Sale Shares

The Vendor, as legal and beneficial owner of the Sale Shares, agreed to sell the Sale Shares, for an amount equal to the Purchase Price, free from all Security Interests or third party interests or rights, and the Purchaser agrees to buy the Sale Shares on the terms set out in this Agreement.

3 Settlement

3.1 Settlement Date

Settlement will take place and shall be effected electronically (if possible) or otherwise at a time and place that is 5 Business Days after the date of this Agreement, or as otherwise agreed by the parties in writing (**Settlement Date**).

3.2 Obligations at Settlement

- (a) On the Settlement Date, the Vendor must:
- (i) deliver an instrument of transfer for the Sale Shares in favour of the Purchaser in registrable form, duly executed by the Vendor and including the shareholder reference number(s) in respect of the Sale Shares, in a form acceptable to the Company's share registry; and
 - (ii) all other documents required to register the Purchaser as the legal holder of the Sale Shares (including all relevant CHESS details for the Sale Shares, if any); and
- (b) On the Settlement Date, the Purchaser must:
- (i) pay the Purchase Price for the Sale Shares in immediately available funds to a bank account nominated by the Vendor on or before the Settlement Date; and
 - (ii) accept from the Vendor, and duly execute, the instrument of transfer of the Sale Shares,
- in each case, in accordance with the terms of this Agreement.

4 Warranties and assurances

- (a) The Vendor and the Purchaser each warrant to the other that they have the power, capacity and authority to enter into and complete the transactions contemplated by this Agreement in accordance with all applicable laws (including under the *Foreign Acquisitions and Takeovers Act 1975* (Cth)) without the need to take any further actions or seek approvals.
- (b) The Purchaser warrants to the Vendor that it has, or will have as at the Settlement Date, the financial resources required to complete the acquisition of the Sale Shares in accordance with the terms of this Agreement.
- (c) The Vendor warrants to the Purchaser that:
- (i) it legally and beneficially owns all of the Sale Shares free and clear of any Security Interests or third party interests or rights;
 - (ii) at Settlement, the Vendor will transfer full legal and beneficial title to all of the Sale Shares free and clear of any Security Interests or third party interests or rights, subject only to registration of the Purchaser as the holder of the Sale Shares in the Company's register of securityholders; and
 - (iii) the Sale Shares are fully paid and no money is owing or outstanding in relation to any of them.
- (d) The Vendor agrees to provide any assistance the Purchaser reasonably requires to procure the registration of the Sale Shares in the name of the Purchaser (but without an obligation to incur any expense).

5 Confidentiality

- (a) Each party agrees that it will keep confidential all discussions between the parties and/or their respective officers, employees, representatives or advisers in relation to this Agreement and the transactions contemplated by this Agreement, and will not disclose any details in relation to any such discussions to any person other than:
- (i) with the prior written consent of the other party;

Share Purchase Agreement

- (ii) to its Related Bodies Corporate or its or its Related Bodies Corporate's respective officers, employees, agents, consultants, representatives, financiers or advisers (provided that the disclosing party must procure that any such person to whom disclosure is made keeps the relevant information confidential in accordance with this clause 5); or
 - (iii) where disclosure is required by law, regulation or legal process, or requested by a Governmental Agency or regulatory body.
- (b) The parties acknowledge and agree that:
 - (i) a copy of this Agreement will be attached to a substantial holding notice to be lodged with the Company and the ASX by or on behalf of the Purchaser within two Business Days of the date of this Agreement; and
 - (ii) a substantial holding notice will be lodged with the Company and the ASX by or on behalf of the Vendor within two Business Days of the Settlement Date.

6 No liability

Only the parties to this agreement shall have any obligation or liability under this Agreement. Notwithstanding anything that may be expressed or implied in this Agreement, no recourse shall be had against, and no liability whatsoever shall be attached to, be imposed on or otherwise be incurred by, any of the following persons for any obligation of any party under this Agreement or for any claim based on, in respect of or by reason of any such obligation:

- (a) any current or future associate of a party;
- (b) any current or future direct or indirect director, officer, shareholder, member, controlling person or other beneficial owner of a party or any associate referred to in paragraph (a); or
- (c) any of the respective representatives, successors or assigns of any person referred to in paragraph (a) or (b).

7 General**7.1 Amendment**

This Agreement may be amended only by another Agreement executed by all the parties affected by the amendment.

7.2 Governing law and jurisdiction

This Agreement and, to the extent permitted by law, all related matters including non-contractual matters is governed by the laws of New South Wales, Australia. In relation to such matters each party irrevocably accepts the non-exclusive jurisdiction of courts with jurisdiction there and waives any right to object to the venue on any ground.

7.3 Counterparts

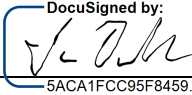
This Agreement may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.

Share Purchase Agreement

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Executed as an agreement.

Executed in accordance with section 127 of the *Corporations Act 2001* by **JD Investments Holding Pty Ltd**:


DocuSigned by:


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Director Signature
Jamie Duffield

Print Name

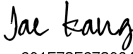
Share Purchase Agreement

Executed in accordance with section 127 of the *Corporations Act 2001* by **Access Workspace Pty Limited**:

DocuSigned by:

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Director Signature
Kerry Agiasotis

Print Name

DocuSigned by:

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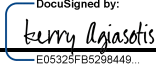
Director/Secretary Signature
Jae Kang

Print Name

Annexure C

This is Annexure "C" of 10 pages (including this page) referred to in the accompanying Form 603.

Signature

print name	Kerry Agiasotis	capacity	Principal
sign here	<div>DocuSigned by:  E05325FB5298449...</div>	date	4 April 2023

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This Agreement is made on 3 April 2023

Parties

Neil Joseph Reinhardt and Cheryl Reinhardt (**Reinhardt**)

Access Workspace Pty Limited (ACN 636 482 383) (**TAG**).

1 Background

As at the date of this Agreement, Reinhardt has a legal and beneficial interest in 888,000 shares (**Reinhardt Shares**) in IntelliHR Limited (ACN 600 548 516) (**IHR**).

2 Agreement

In the circumstances where, following the date of this Agreement, TAG were to make a takeover bid for IHR under Chapter 6 of the *Corporations Act 2001* (Cth) (a **TAG Takeover Bid**), Reinhardt undertakes to accept a TAG Takeover Bid in respect of 100% of the Reinhardt Shares within 5 Business Days of the offer period commencing, provided that:

- (a) the consideration under the TAG Takeover Bid is at least \$0.235 per IHR share;
- (b) the TAG Takeover Bid is unconditional; and
- (c) the terms of the TAG Takeover Bid provide that, in the circumstances where TAG were to accept any IHR Shares owned or controlled by it into the takeover bid announced by Humanforce Holdings Pty Ltd on 17 March 2023 (as varied) (**HF Takeover Bid**) or otherwise dispose of its IHR shares to a third party within four months of the date of this Agreement, TAG would be required to repay all IHR shareholders who accepted the TAG Takeover Bid their pro rata amount of any Upside Consideration (as defined below) within 20 Business Days of TAG being paid the Upside Consideration.

For the purposes of this Agreement, **Upside Consideration** means an amount equal to 60% of the difference between the price per share received by TAG in consideration for accepting into the HF Takeover Bid or the sale to any third party (as applicable) and the TAG Takeover Bid (as last varied, and calculated on a per share basis).

3 Counterparts

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

4 Governing law and jurisdiction

This Agreement is governed by the laws of New South Wales.

The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales.

Executed as an agreement for and on behalf of **Neil Joseph Reinhardt** and **Cheryl Reinhardt** :

Signature

NEIL JOSEPH REINHARDT

Print Name

Executed as an agreement for and on behalf of **Access Workspace Pty Limited:**

DocuSigned by:

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Signature

Kerry Agiasotis

Print Name

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This Agreement is made on 3 April 2023

Parties

Kokoris Superannuation Pty Ltd (ACN 610 619 380).

Denim Co Pty Ltd (ACN 129 553 082).

Immanuel Developments Pty Ltd (ACN 131 446 172).

(together, **Kokoris**).

Access Workspace Pty Limited (ACN 636 482 383) (**TAG**).

1 Background

As at the date of this Agreement, Kokoris has a legal and beneficial interest in 15,623,647 shares (**Kokoris Shares**) in IntelliHR Limited (ACN 600 548 516) (**IHR**).

2 Agreement

In the circumstances where, following the date of this Agreement, TAG were to make a takeover bid for IHR under Chapter 6 of the *Corporations Act 2001* (Cth) (a **TAG Takeover Bid**), Kokoris undertakes to accept a TAG Takeover Bid in respect of 100% of the Kokoris Shares within 5 Business Days of the offer period commencing, provided that:

- (a) the consideration under the TAG Takeover Bid is at least \$0.235 per IHR share;
- (b) the TAG Takeover Bid is unconditional; and
- (c) the terms of the TAG Takeover Bid provide that, in the circumstances where TAG were to accept any IHR Shares owned or controlled by it into the takeover bid announced by Humanforce Holdings Pty Ltd on 17 March 2023 (as varied) (**HF Takeover Bid**) or otherwise dispose of its IHR shares to a third party within four months of the date of this Agreement, TAG would be required to repay all IHR shareholders who accepted the TAG Takeover Bid their pro rata amount of any Upside Consideration (as defined below) within 20 Business Days of TAG being paid the Upside Consideration.

For the purposes of this Agreement, **Upside Consideration** means an amount equal to 60% of the difference between the price per share received by TAG in consideration for accepting into the HF Takeover Bid or the sale to any third party (as applicable) and the TAG Takeover Bid (as last varied, and calculated on a per share basis).

3 Counterparts

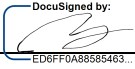
This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one agreement.

4 Governing law and jurisdiction

This Agreement is governed by the laws of New South Wales.

The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales.

Executed as an agreement for and on behalf of **Kokoris Superannuation Pty Ltd, Immanuel Developments Pty Ltd and Denim Co Pty Ltd:**

DocuSigned by:

ED6FF0A88585463...

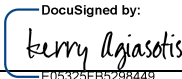
Signature

Emmanuel kokoris

Print Name

For personal use only

Executed as an agreement for and on behalf of **Access Workspace Pty Limited:**

DocuSigned by:

E05325FB5298449...

Signature
Kerry Agiasotis

Print Name

For personal use only



This Agreement is made on 3 April 2023

Parties

Harvest Lane Asset Management Pty Ltd (ACN 158 314 697) (**Harvest Lane**).

Access Workspace Pty Limited (ACN 636 482 383) (**TAG**).

1 Background

As at the date of this Agreement, Harvest Lane has a legal and beneficial interest in 35,205,771 shares (**Harvest Lane Shares**) in IntelliHR Limited (ACN 600 548 516) (**IHR**).

2 Agreement

In the circumstances where, following the date of this Agreement, TAG were to make a takeover bid for IHR under Chapter 6 of the *Corporations Act 2001* (Cth) (a **TAG Takeover Bid**), Harvest Lane undertakes to accept a TAG Takeover Bid in respect of 100% of the Harvest Lane Shares within 5 Business Days of the offer period commencing, provided that:

- (a) the consideration under the TAG Takeover Bid is at least \$0.235 per IHR share;
- (b) the TAG Takeover Bid is unconditional; and
- (c) the terms of the TAG Takeover Bid provide that, in the circumstances where TAG were to accept any IHR Shares owned or controlled by it into the takeover bid announced by Humanforce Holdings Pty Ltd on 17 March 2023 (as varied) (**HF Takeover Bid**) or otherwise dispose of its IHR shares to a third party within four months of the date of this Agreement, TAG would be required to repay all IHR shareholders who accepted the TAG Takeover Bid their pro rata amount of any Upside Consideration (as defined below) within 20 Business Days of TAG being paid the Upside Consideration.

For the purposes of this Agreement, **Upside Consideration** means an amount equal to 60% of the difference between the price per share received by TAG in consideration for accepting into the HF Takeover Bid or the sale to any third party (as applicable) and the TAG Takeover Bid (as last varied, and calculated on a per share basis).

3 Counterparts

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

4 Governing law and jurisdiction

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

The Recipient irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

For personal use only



Executed as an agreement for and on behalf of **Harvest Lane Asset Management Pty Ltd:**

A handwritten signature in black ink, appearing to read 'Luke Cummings'.

Signature

Luke Cummings
Print Name

For personal use only



Executed as an agreement for and on behalf of **Access Workspace Pty Limited**:

DocuSigned by:

Kerry Agiasotis

E06325FB5298449...

Signature

Kerry Agiasotis

Print Name

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