

23 May 2022

ASX Market Announcements Office
Australian Securities Exchange
20 Bridge Street
Sydney NSW 2000

Form 603 - Notice of initial substantial holder

Please see attached Form 603 Notice of initial substantial holder in respect of MyDeal.com.au (ASX:MYD).

Woolworths Group Limited's relevant interest arises from entry into a call option agreement dated 20 May 2022 as attached at Annexure A to the Form 603.

Authorised by: Michelle Hall, Company Secretary

For further information contact

Investors and analysts

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Head of Investor Relations
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Media

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Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme MyDeal.com.au Limited (MyDeal)

ACN/ARSN ACN 640 108 130

1. Details of substantial holder (1)

Name Woolworths Group Limited (Woolworths)

ACN/ARSN (if applicable) ACN 000 014 675

The holder became a substantial holder on 20 / 5 / 2022

2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary shares	51,506,634	51,506,634	19.9%

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
Woolworths	Relevant interest held under sections 608(1)(c) and 608(8) of the <i>Corporations Act 2001</i> (Cth) (Corporations Act) arising from the entry into the call option agreement dated 20 May 2022 attached at Annexure A (Call Option Agreement).	51,506,634 ordinary shares

4. Details of present registered holders

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Woolworths	Sean Amila Senvirtne in his capacity as trustee of the Kandy Temple Trust	Sean Amila Senvirtne in his capacity as trustee of the Kandy Temple Trust	51,506,634 ordinary 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	
Woolworths	20 / 05 / 2022	"Option Consideration" as defined in the Call Option Agreement.	N/A	51,506,634 ordinary 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
Each entity listed in Annexure B	Each entity listed in Annexure B is an associate of Woolworths pursuant to section 12(2)(a)(i) of the Corporations Act because each of the entities is a subsidiary of, and accordingly is controlled by, Woolworths.

7. Addresses

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

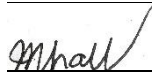
Name	Address
Woolworths	1 Woolworths Way, Bella Vista NSW 2153
Each entity listed in Annexure B	See Annexure B

Signature

print name Michelle Hall

capacity Company Secretary

sign here



date 23 / 5 / 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 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 9 pages referred to in Form 603 (Notice of initial substantial holder) signed by me and dated 23 / 5 / 2022.



Michelle Hall
Company Secretary
Woolworths Group Limited

See over the page for a copy of the Call Option Agreement referred to in the Form 603.

For personal use only

20 May 2022

Sean Senvirtne, in his capacity as trustee of the Kandy Temple Trust

We refer to the non-binding indicative offer (**Offer**) submitted by Woolworths Group Limited (**WOW**) to the Board of MyDeal.com.au Limited ACN 640 108 130 (**Company**) for the acquisition of approximately 80% of the ordinary shares in the Company via a scheme of arrangement. The consideration to be offered under the Scheme is AUD \$1.05 per share in the Company to be acquired.

In consideration of the promises contained herein, the parties hereby agree as follows:

1. **CALL OPTION**

- (a) Subject to the Condition Precedent having been met, the Securityholder hereby irrevocably grants to WOW an option to purchase the Sale Securities for the Option Consideration on the terms set out in this agreement.
- (b) WOW may on the earlier of (i) being aware of the receipt by the Company of a Competing Proposal or (ii) the announcement of a Competing Proposal, by giving notice in writing, require the Securityholder to sell to WOW or WOW Nominee all Sale Securities pursuant to the Call Option.
- (c) Completion of the exercise of the Call Option shall occur ten Business Days after the Option Exercise Date or such other date as agreed by WOW and the Securityholder.
- (d) At Completion of the exercise of the Call Option:
 - (i) WOW shall pay the Option Consideration to the Securityholder in cleared funds, by bank transfer to a bank account nominated by the Securityholder in writing to WOW (which must be nominated to WOW at least five Business Days prior to the Completion Date); and
 - (ii) in consideration of and subject to payment in cleared funds of the Option Consideration, the Securityholder will provide to WOW a duly executed transfer of the Sale Securities and any other document reasonably requested by WOW to effect or secure to WOW or WOW Nominee the transfer of the Sale Securities. For this purpose, the Securityholder, upon default of its obligations under this paragraph (d), irrevocably grants WOW a power of attorney to do all things necessary on its behalf to effect settlement of the transfer of the Sale Securities to WOW or WOW Nominee (and for no other purpose), including executing any document which is reasonably required for that purpose.
- (e) Up to Completion, the Securityholder will be entitled to all rights in respect of the Sale Securities, including all voting rights, rights to dividends and other distributions

declared or paid in respect of the Sale Securities. On and after Completion, WOW will bear all risk in and to the Sale Securities and WOW will be entitled to all such rights in respect of the Sale Securities, including all voting rights, rights to dividends and other distributions declared or paid in respect of the Sale Securities.

2. **PAYMENT OF SUBSEQUENT AMOUNT**

- (a) If WOW or WOW Nominee acquires any Sale Securities under clause 1, or pursuant to a transfer by WOW or a WOW Nominee, to WOW or another WOW Nominee of the Sale Securities, and WOW or WOW Nominee (as applicable) subsequently sells, disposes or transfers all or some of those Sale Securities to any person (other than back to WOW or to a different WOW Nominee), including a person making a Competing Proposal, within 12 months after the Completion Date, then WOW must pay to the Securityholder the Subsequent Amount for each of those Sale Securities. A Subsequent Amount will only be payable if the price or value per Sale Security received by WOW or WOW Nominee is greater than the Option Consideration already then paid by WOW to the Securityholder.
- (b) If any Subsequent Amount is payable by WOW, then it must be paid within 15 Business Days of receipt by WOW or WOW Nominee of the consideration for such sale, disposition or transfer.
- (c) Where the consideration received by WOW as contemplated by clause 2(a) consists partly or wholly of non-cash consideration, then the parties will use their reasonable endeavours to agree the equivalent cash value of such non-cash consideration.
- (d) Failing agreement within 5 Business Days, the valuation will be:
 - (i) if the relevant non-cash consideration is securities listed on ASX or another securities exchange, the equivalent cash value of such non-cash consideration will be the amount calculated using the VWAP of those securities in the 10 trading days commencing on the day that WOW or WOW nominee becomes the registered holder of those securities; or
 - (ii) otherwise determined in accordance with a valuation report to be prepared by an independent expert experienced in valuing such consideration and agreed by the parties or, if there is no such agreement as to the choice of the independent expert, such expert will be appointed by the current President of the Law Society of New South Wales.
- (e) The costs of the independent expert will be borne equally by the parties.
- (f) WOW will be responsible for the performance of this clause 2 by each WOW Nominee who holds Sale Securities and must procure that each such WOW Nominee complies with this clause 2.

3. **RESTRICTION ON DEALING IN SALE SECURITIES**

- (a) The Securityholder undertakes that it will not sell, transfer or otherwise dispose of the Sale Securities, including through creation of a security interest, by the entry into a swap or other synthetic, economic or derivative transaction, or by acceptance of any takeover offer made in respect of the Sale Securities by any person other than WOW, until the termination of this agreement.
- (b) Nothing in this agreement affects the Securityholder's power to dispose of MYD Securities that it holds or controls which are in excess of the number of Sale Securities.

4. **TERMINATION**

- (a) The Call Option will expire and this agreement will terminate if the Option Exercise Date has not occurred by the date that is 12 months after the date of this agreement.
- (b) The Securityholder may terminate this agreement and the Call Option, upon the provision of written notice to WOW, where:
 - (i) WOW or the Company terminates the SIA in accordance with its terms; and
 - (ii) within 10 Business Days of WOW or the Company terminating the SIA in accordance with its terms, WOW does not enter into a revised scheme implementation agreement with the Company or announce an intention to make a takeover bid at an offer price of not less than \$1.05 per MYD Security.

5. **WARRANTIES**

- (a) The Securityholder represents and warrants to WOW that as at the date of this agreement, as at the Option Exercise Date and as at the Completion Date:
 - (i) it has full power and authority to enter into and complete this agreement (under the Trust Deed or otherwise) without the consent of any other person;
 - (ii) this agreement constitutes its legal, valid and binding obligations, enforceable against it (in its capacity as trustee of the Trust) in accordance with its terms;
 - (iii) it is the legal owner of the Sale Securities (in its capacity as trustee of the Trust), and the Sale Securities form part of the assets and property of the Trust, and are held free of encumbrances and security interests;
 - (iv) there is no restriction on the sale or transfer of the Sale Securities to WOW;
 - (v) the Trust is duly established, is validly subsisting and has not been terminated;
 - (vi) it is the sole trustee of the Trust, has been validly appointed and no action has been taken to remove it as trustee or appoint an additional trustee;
 - (vii) no action has been taken to terminate the Trust;
 - (viii) it has the right to be fully indemnified out of the assets of the Trust in respect of all its obligations and liabilities under this agreement other than in the case of its fraud, negligence or breach of trust;
 - (ix) it is not in breach of its obligations under the Trust Deed;
 - (x) entering into this agreement will not place it in breach of the Trust Deed or its powers or obligations as trustee of the Trust; and
 - (xi) it has taken all necessary actions (whether required by the Trust Deed or at law) to authorise its entry into this agreement and the grant of the Call Option in its capacity as trustee of the Trust.
- (b) WOW represents and warrants to the Securityholder that as at the date of this agreement, as at the Option Exercise Date and as at the Completion Date:

- (i) it is a validly existing corporation registered under the laws of the place of its incorporation;
- (ii) it has full power and authority to enter into and complete this agreement without the consent of any other person; and
- (iii) this agreement constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms.

6. GENERAL

(a) The following terms have the meanings set out below:

- (i) **Business Day** means a day other than a Saturday, Sunday or a public or bank holiday in Sydney, Australia.
- (ii) **Call Option** means the call option granted by the Securityholder to WOW to purchase the Sale Securities in accordance with clause 1(a) of this agreement.
- (iii) **Competing Proposal** means any bona fide expression of interest, proposal, offer, transaction, agreement or arrangement proposed by a third party other than WOW or its subsidiaries, which, if ultimately entered into or completed substantially in accordance with its terms, would result in:

(A) a person (whether alone or together with its associates) other than WOW or any of its subsidiaries, directly or indirectly:

- (I) acquiring control (within the meaning given in section 50AA of the Corporations Act) of the Company or any of its subsidiaries (**Company Group**) which holds all or a substantial part of the business or assets of the Company Group;
- (II) acquiring a Relevant Interest in, or acquiring or obtaining a right to acquire a legal, beneficial, economic (including by way of a swap, derivative, contract for difference or other arrangement) or voting interest (**together, Defined Interest**) in, 5% or more of MYD Securities or, in respect of a person that as at the date of this agreement holds a Defined Interest of 5% or more of MYD Securities, that person increases its Defined Interest from the level it holds as at the date of this agreement to a Defined Interest of 10% or more of the MYD Securities;
- (III) acquiring, becoming the holder of, or having a right to acquire all or a substantial part of the business or assets of the Company Group; or
- (IV) otherwise acquiring control (within the meaning given in section 50AA of the Corporations Act) of, or merging with, the Company or any other member of the Company Group holding all or a substantial part of the business or assets of the Company Group,

whether by way of takeover bid, members' or creditors' scheme of arrangement, shareholder approved acquisition, capital reduction, buy-back, sale, purchase, grant or issue of shares or options, other securities or assets, assignment of assets and liabilities, incorporated or unincorporated joint venture, dual-listed company (or other

synthetic merger), deed of company arrangement, any debt for equity arrangement or other transaction or arrangement; or

- (B) the Scheme not being able to be implemented on the basis set out in the scheme implementation agreement as a consequence of a Competing Proposal being made.
- (iv) **Completion** means the settlement of the sale and purchase of the Sale Securities on the Completion Date.
- (v) **Completion Date** means the date on which Completion takes place in accordance with clause 1(c) of this agreement.
- (vi) **Condition Precedent** means:
 - (A) the Company and WOW signing the SIA contemporaneously with the parties signing this agreement; and
 - (B) the Company releasing all Sale Securities from any escrow arrangements (if any) which may prevent the granting of the Call Option or the transfer of the Sale Securities as contemplated by this agreement.
- (vii) **Corporations Act** means the *Corporations Act 2001* (Cth).
- (viii) **MYD Securities** mean fully paid ordinary securities in the Company.
- (ix) **Option Consideration** means, for each Sale Security, a cash amount equal to the proposed consideration under the Scheme, being \$1.05 per Sale Security.
- (x) **Option Exercise Notice** means an exercise notice given by WOW to the Securityholder in accordance with clause 1(b) of this agreement.
- (xi) **Option Exercise Date** means the date that an Option Exercise Notice is given by WOW to the Securityholder.
- (xii) **Scheme** means the proposed scheme of arrangement under Part 5.1 of the Corporations Act between the Company and its shareholders, pursuant to which WOW proposes to acquire approximately 80% of the MYD Securities as further contemplated by the SIA.
- (xiii) **Sale Securities** means 51,506,634 MYD Securities.
- (xiv) **Securityholder** means Sean Senvirtne in his capacity as trustee of the Kandy Temple Trust.
- (xv) **SIA** means the scheme implementation agreement to be entered into between WOW and the Company in relation to the Scheme.
- (xvi) **Subsequent Amount** means, in respect of each Sale Security:
 - (A) where clause 2(a) applies, the price or value per Sale Security received by WOW or WOW Nominee following the sale, disposition or transfer of such Sale Security pursuant to a Competing Proposal, and where the consideration received by WOW consists partly or wholly of non-cash

consideration, the value as determined in accordance with clauses 2(c) or 2(d); less

(B) the Option Consideration.

(xvii) **Trust** means the Kandy Temple Trust of which Sean Senvirtne is the sole trustee.

(xviii) **Trust Deed** means the "Discretionary Trust Deed" which constitutes the terms of the Trust, and which was signed by the Securityholder as trustee and Yanese Chellapen as settlor, dated 4 August 2011 (as amended from time to time).

(xix) **VWAP** means the volume weighted average price of the securities described in clause 2(d)(i) (calculated to four decimal places) on the securities exchange on which such securities are traded, excluding special trades such as special crossings, overseas trades, trades pursuant to the exercise of options or overnight trades.

(xx) **WOW Nominee** means any wholly-owned subsidiary of WOW.

(b) Any term defined in the *Corporations Act 2001* (Cth) has the same meaning in this agreement.

(c) A reference to '\$', 'A\$' or 'dollar' is to the lawful currency of Australia.

(d) Any date, time or period referred to in this agreement shall be of the essence except to the extent to which the Securityholder and WOW agree to vary any date, time or period, in which event the varied date, time or period shall be of the essence.

(e) The Securityholder agrees that damages may not be an adequate remedy for breach of its undertakings in this agreement.

(f) If any provision of this agreement is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this agreement.

(g) Any notice or other communication, including any request, demand, consent or approval (**Notice**), to or by a party to this agreement must be:

(i) in writing and in English and signed by or on behalf of the sending party; and

(ii) addressed to the receiving party in accordance with the details nominated by the receiving party by Notice.

(a) A Notice is regarded as being given by the sender and received by the addressee:

(1) if by delivery in person, when delivered to the addressee;

(2) if by post, on delivery to the addressee; or

(3) if by email, when the email (including any attachment) has been sent to the addressee's email address (unless the sender receives a delivery failure notification indicating that the email has not been addressed to the addressee),

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

- (h) This agreement may be executed in counterparts.
- (i) This agreement is governed by the laws of New South Wales, Australia and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales.


EXECUTED as an **AGREEMENT**.

EXECUTED by **SEAN SENVIRTNE** in his capacity as trustee of the Kandy Temple Trust:

A handwritten signature in black ink, appearing to read 'Sean Senvirtne', is written over a horizontal line.

Signature of Sean Senvirtne

EXECUTED by **WOOLWORTHS GROUP LIMITED:**



Signature of director

Bradford Banducci

Name



Signature of ~~director~~/secretary

Katrina Jane Eastoe

Name

Annexure B

This is "Annexure B" of 7 pages referred to in Form 603 (Notice of initial substantial holder) signed by me and dated 23 / 5 / 2022.



Michelle Hall
Company Secretary
Woolworths Group Limited

Entity	ACN	Address
ACN 001 259 301 Pty Limited	001 259 301	1 Woolworths Way, Bella Vista NSW 2153
173 Burke Rd Holdings Pty Ltd	643 367 542	Level 6, 189 Flinders Lane, Melbourne Vic 3000
173 Burke Rd JV Pty Ltd	643 363 857	Level 6, 189 Flinders Lane, Melbourne Vic 3000
Advantage Supermarkets WA Pty Ltd	084 788 492	1 Woolworths Way, Bella Vista NSW 2153
Advantage Supermarkets Pty Ltd	009 312 056	1 Woolworths Way, Bella Vista NSW 2153
Andmist Pty. Limited	095 618 929	1 Woolworths Way, Bella Vista NSW 2153
Australian Grocery Wholesalers Pty Limited	009 592 125	2 Dursley Road, Yennora NSW 2161
Australian Independent Retailers Pty Ltd	004 678 675	1 Woolworths Way, Bella Vista NSW 2153
Australian Safeway Stores Pty. Ltd.	004 319 939	1 Woolworths Way, Bella Vista NSW 2153
Barjok Pty Ltd	002 946 858	1 Woolworths Way, Bella Vista NSW 2153
Bergam Pty Limited	109 333 208	1 Woolworths Way, Bella Vista NSW 2153
Big W HK Procurement Pty Limited	989515	Units 01-03 and 05-06, 19th floor, CDW Building, 388 Castle Peak Road, Tsuen Wan, Hong Kong
Calvartan Pty. Limited	008 585 813	1 Woolworths Way, Bella Vista NSW 2153
Cartology NZ Limited	8177839	80 Favona Road, Favona, Auckland NZ
Cartology Pty Limited	009 671 149	1 Woolworths Way, Bella Vista NSW 2153
Cenijade Pty. Limited	085 854 495	1 Woolworths Way, Bella Vista NSW 2153
Charmtex Pty Ltd	000 067 363	1 Woolworths Way, Bella Vista NSW 2153
DB Deals Online Pty Limited	154 205 508	1 Woolworths Way, Bella Vista NSW 2153

Entity	ACN	Address
Drystone Pty Ltd	616 079 835	1 Woolworths Way, Bella Vista NSW 2153
Dentra Pty. Limited	008 641 709	1 Woolworths Way, Bella Vista NSW 2153
Drumstar Pty Ltd	085 415 032	1 Woolworths Way, Bella Vista NSW 2153
Fabcot Pty Ltd	002 960 983	1 Woolworths Way, Bella Vista NSW 2153
Fabsky Pty Ltd	147 387 737	1 Woolworths Way, Bella Vista NSW 2153
Flshboyz Pty Limited	164 015 749	1 Woolworths Way, Bella Vista NSW 2153
Food Company HK Procurement Pty Limited	1009711	Units 01-03 and 05-06, 19th floor, CDW Building, 388 Castle Peak Road, Tsuen Wan, Hong Kong
Gembond Pty. Limited	094 773 663	1 Woolworths Way, Bella Vista NSW 2153
General Distributors Limited	357961	80 Favona Road, Favona, Auckland NZ
Grand Horizons Pty Ltd	628 566 469	1 Woolworths Way, Bella Vista NSW 2153
GreenGrocer.com.au Pty Ltd	079 889 044	1 Woolworths Way, Bella Vista NSW 2153
Grocery Wholesalers Pty Ltd	000 013 758	1 Woolworths Way, Bella Vista NSW 2153
Health Outcomes Australia Pty Limited	600 588 930	Bay 12, 2 Locomotive Street, Everleigh NSW 2015
HealthyLife Company Pty Limited	647 137 111	1 Woolworths Way, Bella Vista NSW 2153
HP Distribution Pty Ltd	154 633 619	1 Woolworths Way, Bella Vista NSW 2153
Hydrogen Nominees Pty. Ltd	137 689 224	1 Woolworths Way, Bella Vista NSW 2153
Hydrox Brands Pty Ltd	138 990 584	1 Woolworths Way, Bella Vista NSW 2153
Jack Butler & Staff Pty. Ltd.	009 957 171	1 Woolworths Way, Bella Vista NSW 2153
Josona Pty Ltd	002 955 759	1 Woolworths Way, Bella Vista NSW 2153
Kennedy Corporation Holdings NZ Limited	1934308	80 Favona Road, Favona, Auckland NZ
Kiaora Lands Pty Limited	108 410 402	1 Woolworths Way, Bella Vista NSW 2153

Entity	ACN	Address
Langtons East Asia Limited	1800102	Suites 5801,5804-06 Central Plaza, 18 Harbour Road, Wanchai HK
Leasehold Investments Pty Ltd	009 237 932	1 Woolworths Way, Bella Vista NSW 2153
Macro Wholefoods Company Pty Limited	643 962 645	1 Woolworths Way, Bella Vista NSW 2153
Market Blueprint Pty Limited	154 765 910	Bay 12, 2 Locomotive Street, Everleigh NSW 2015
Masters Installation Pty Limited	149 500 158	1 Woolworths Way, Bella Vista NSW 2153
Metro 60 Pty Limited	654 921 525	1 Woolworths Way, Bella Vista NSW 2153
Nalos Pty Ltd	002 946 821	1 Woolworths Way, Bella Vista NSW 2153
New Zealand Wine Cellars Limited	403875	80 Favona Road, Mangere, Auckland NZ
Nine Mile Holdings Limited	1435522	Vistra Corporate Services, Wickhams Cay II, Road Town, Tortola BVI
Oxygen Nominees Pty. Ltd.	135 263 473	1 Woolworths Way, Bella Vista NSW 2153
PEH (NZ IP) Pty Ltd	115 841 337	1 Woolworths Way, Bella Vista NSW 2153
Pet Culture Group Pty Limited	644 613 098	1 Woolworths Way, Bella Vista NSW 2153
PFD Food Services Pty Ltd	006 972 381	1 Woolworths Way, Bella Vista NSW 2153
Philip Leong Stores Pty Limited	009 718 941	1 Woolworths Way, Bella Vista NSW 2153
Point Gate Developments Pty Limited	646 805 272	1 Woolworths Way, Bella Vista NSW 2153
Point Gate Properties Pty Limited	646 805 870	1 Woolworths Way, Bella Vista NSW 2153
Primary Connect International Pty Limited	637 622 676	1 Woolworths Way, Bella Vista NSW 2153
Progressive Enterprises Holdings Limited	113 919 878	1 Woolworths Way, Bella Vista NSW 2153
Pudao Limited	46614	Avenida da Praia Grande, no 409, China Law Building, 16/F, B109 Macau
Pudao Trading (Shanghai) Co., Ltd.	9131000068221032XN	Room 105, Floor 10, Building 3, No. 2, Lane 838, Iluangpu District, Shanghai PRC
QFD Pty. Limited	008 579 664	1 Woolworths Way, Bella Vista NSW 2153

Entity	ACN	Address
Queensland Property Investments Pty Ltd	009 661 027	1 Woolworths Way, Bella Vista NSW 2153
Statewide Independent Wholesalers Limited	909 519 546	8 Translink Avenue, Western Junction Tas 7212
Summergate Limited	25303	Avenida da Praia Grande, no 409, China Law Building, 16/F, B109 Macau
Summergate Limited	0870573	Suites 5801,5804-06 Central Plaza, 18 Harbour Road, Wanchai HK
Summergate Holdings Limited	318243	Vistra Corporate Services, Wickhams Cay II, Road Town, Tortola BVI
Summergate International Trading (Shanghai) Limited Company	91310000703003881C	335, Floor 3, Building 1, No. 239 Gangao Road, Shanghai Pilot Free Trade Zone, PRC
The Quantum Group Holdings Pty Limited	121 842 957	Bay 12, 2 Locomotive Street, Everleigh NSW 2015
The Quantum Group Pty Limited	102 444 253	Bay 12, 2 Locomotive Street, Everleigh NSW 2015
Quantum Analytics Private Limited	U74120TG2013FTC086534	Tower 2.1, Mezzanine Level Part E, Sy.No. 115 (Part)U7 WaveRock Building, TSJIC (IT/ITES, SEZ) Nanakramguda, Serilingampally, Hyderabad, Telangana, India
Quantum Group New Zealand Pty Limited	5857810	Generator, Level 10, 11 Britomart Place, Auckland NZ
Quantum Digital Pty Limited	121 843 150	Bay 12, 2 Locomotive Street, Everleigh NSW 2015
Quantum Health Holdings Pty Ltd	614 087 928	Bay 12, 2 Locomotive Street, Everleigh NSW 2015
Quantum Health Pty Limited	614 088 363	Bay 12, 2 Locomotive Street, Everleigh NSW 2015
Quantum Health HK Limited	2807702	Level 54, Hopewell Centre, 183 Queen's Road East, HK
Quantum Hong Kong Limited	2872583	Level 54, Hopewell Centre, 183 Queen's Road East, HK
Quantum Inc		3500 South DuPont Highway, Dover, DE 19901 USA
Quantum Limited	11952362	c/o Hackwood Secretaries Limited, 1 Silk Street, London EC2Y 8HQ UK
Quantum Software Pty Limited	121 843 141	Bay 12, 2 Locomotive Street, Everleigh NSW 2015
Quantum South Africa (Pty) Ltd	2015/261501/07	5th Floor, WeWork, The Link, 173 Oxford Road, Rosebank, Johannesburg 2196, SA
Quantum Ventures Pty Limited	131 923 012	Bay 12, 2 Locomotive Street, Everleigh NSW 2015
The Supply Chain Limited	590807	80 Favona Road, Mangere, Auckland NZ

Entity	ACN	Address
Universal Wholesalers Pty Limited	002 213 185	1 Woolworths Way, Bella Vista NSW 2153
Vincentia Nominees Pty Ltd	137 903 327	1 Woolworths Way, Bella Vista NSW 2153
W23 Pty Limited	632 667 326	1 Woolworths Way, Bella Vista NSW 2153
W23 Investments Pty Limited	633 803 979	1 Woolworths Way, Bella Vista NSW 2153
W360 R&D Pty Limited	635 010 927	1 Woolworths Way, Bella Vista NSW 2153
W23 Ventures Pty Limited	640 216 735	1 Woolworths Way, Bella Vista NSW 2153
W23 Investments 4 Pty Limited	641 479 816	1 Woolworths Way, Bella Vista NSW 2153
W23 Incubator Pty Limited	643 172 203	1 Woolworths Way, Bella Vista NSW 2153
Weetah Pty. Limited	009 643 430	1 Woolworths Way, Bella Vista NSW 2153
WGP No 1 Pty Limited	626 802 631	1 Woolworths Way, Bella Vista NSW 2153
WGP No 2 Pty Limited	630 714 920	1 Woolworths Way, Bella Vista NSW 2153
Wholesale Distributors Limited	550010	80 Favona Road, Mangere, Auckland NZ
Wholesale Services Limited	537627	80 Favona Road, Mangere, Auckland NZ
Woolies Liquor Stores Pty. Ltd.	007 939 531	1 Woolworths Way, Bella Vista NSW 2153
Woolstar Pty. Limited	008 444 513	1 Woolworths Way, Bella Vista NSW 2153
Woolworths India Private Limited	U74140MH2011FTC222789	903, 9th Floor, Shreenath Apartments, Liberty Garden, Malad West, Mumbai City, India
Woolworths (International) Pty Limited	115 987 972	1 Woolworths Way, Bella Vista NSW 2153
Woolworths (H.K.) Holdings Limited	2161427	Suites 5801,5804-06 Central Plaza, 18 Harbour Road, Wanchai HK
Woolworths (Project Finance) Pty. Limited	095 449 782	1 Woolworths Way, Bella Vista NSW 2153
Woolworths (Q'land) Pty Limited	000 034 819	1 Woolworths Way, Bella Vista NSW 2153
Woolworths (R & D) Pty Limited	066 891 245	1 Woolworths Way, Bella Vista NSW 2153

Entity	ACN	Address
Woolworths (South Australia) Pty Limited	007 873 118	1 Woolworths Way, Bella Vista NSW 2153
Woolworths (Victoria) Pty Limited	004 177 155	1 Woolworths Way, Bella Vista NSW 2153
Woolworths (W.A.) Pty Limited	008 668 148	1 Woolworths Way, Bella Vista NSW 2153
Woolworths360 Pty Limited	637 393 125	1 Woolworths Way, Bella Vista NSW 2153
Woolworths360 Investments Pty Limited	641 809 949	1 Woolworths Way, Bella Vista NSW 2153
Woolworths Australian Communities Foundation Pty Limited	002 885 547	1 Woolworths Way, Bella Vista NSW 2153
Woolworths Custodian Pty Ltd	002 940 445	1 Woolworths Way, Bella Vista NSW 2153
Woolworths Executive Superannuation Scheme Pty Limited	009 973 586	1 Woolworths Way, Bella Vista NSW 2153
Woolworths Format Development Pty Limited	159 845 333	1 Woolworths Way, Bella Vista NSW 2153
Woolworths Group Payments Pty Limited	646 516 001	1 Woolworths Way, Bella Vista NSW 2153
Woolworths Group Superannuation Scheme Pty Ltd	010 009 382	1 Woolworths Way, Bella Vista NSW 2153
Woolworths International Trading Pty Limited	009 714 550	1 Woolworths Way, Bella Vista NSW 2153
Woolworths Management Pty Ltd	116 463 355	1 Woolworths Way, Bella Vista NSW 2153
Woolworths Marketplace Pty Limited	648 216 264	1 Woolworths Way, Bella Vista NSW 2153
Woolworths New Zealand Limited	61262	80 Favona Road, Mangere, Auckland NZ
Woolworths New Zealand Group Limited	1686297	80 Favona Road, Favona, Auckland NZ
Woolworths Properties Pty Limited	000 039 252	1 Woolworths Way, Bella Vista NSW 2153
Woolworths Property Double Bay Pty Limited	137 904 048	1 Woolworths Way, Bella Vista NSW 2153
Woolworths Townsville Nominee Pty Ltd	113 597 434	1 Woolworths Way, Bella Vista NSW 2153
Woolworths Trust Management Pty Limited	059 357 149	1 Woolworths Way, Bella Vista NSW 2153
Woolworths Trustee No. 2 Pty Limited	059 357 327	1 Woolworths Way, Bella Vista NSW 2153

Entity	ACN	Address
WPay Pty Limited	646 547 908	1 Woolworths Way, Bella Vista NSW 2153
Wpay New Zealand Limited	8214420	80 Favona Road, Favona, Auckland NZ