

21 June 2022

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

Form 604 - Change of interests of substantial holder

Please see attached Form 604 Notice of change of substantial interests of substantial holder in respect of MyDeal.com.au (ASX:MYD). On 20 May 2022, Woolworths Group entered into a Scheme Implementation Agreement to acquire approximately 80.2% of the share capital of MYD via a Scheme of Arrangement (the Transaction). MYD's founder and CEO, Sean Senvirtne, along with other key management shareholders (Key Executives) will retain an approximate 20% interest in MYD.

The Transaction is conditional upon, amongst other things, the parties agreeing the terms of the Post-implementation Agreements, being arrangements which will regulate the operation and activities of MYD following implementation of the Transaction. Woolworths and the Key Executives have entered into a Process Deed which describes the way in which those parties will seek to agree the terms of the Post-implementation Agreements in a timeframe that is consistent with the overall timetable for the Transaction.

As a result of entering into the Process Deed, Woolworths Group and the Key Executives may be considered associates, thereby resulting in a change to Woolworths Group's voting power in MYD. A copy of the Process Deed is attached as Annexure A to the Form 604.

Authorised by: Michelle Hall, Group Company Secretary

For further information contact

Investors and analysts

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Form 604

Corporations Act
2001 Section 671B

Notice of change of interests of 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

There was a change in the interests of the substantial holder on 20 / 06 / 2022

The previous notice was given to the company on 23 / 05 / 2022

The previous notice was dated 23 / 05 / 2022

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary shares	51,506,634	19.9%	130,360,771	50.37%

3. Changes in relevant interests

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

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
N/A	N/A	N/A	N/A	N/A	N/A

4. Present relevant interests

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
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	Relevant interest held under sections 608(1)(c) and 608(8) of the Corporations Act 2001 (Cth) (Corporations Act) arising from the entry into the call option agreement dated 20 May 2022 with Sean Amila Senvirtne as trustee of the Kandy Temple Trust.	51,506,634 ordinary shares	51,506,634

5. Changes in association

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

Name and ACN/ARSN (if applicable)	Nature of association
Sean Amila Senvirtne	A party to the process deed dated 20 June 2022 entered into with Woolworths, Kate Dockery and Dean Ramler and attached at Annexure A (Process Deed) which may give rise to an association with Woolworths under section 12 of the Corporations Act.
Kate Dockery	A party to the Process Deed which may give rise to an association with Woolworths under section 12 of the Corporations Act.
Dean Ramler	A party to the Process Deed which may give rise to an association with Woolworths under section 12 of the Corporations Act.

6. Addresses

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

Name	Address
Woolworths	1 Woolworths Way, Bella Vista NSW 2153
Sean Amila Senvirtne	1 Trig Point, Mount Martha VIC 3934
Kate Dockery	1 Trig Point, Mount Martha VIC 3934
Dean Ramler	32 Edward Street, Elsternwick, VIC 3185

Signature

print name Michelle Hall

capacity Company Secretary

Sign Here



date 21/ 06 / 2022

Annexure A

This is "Annexure A" of 12 pages referred to in Form 604 (Notice of change of interests of substantial holder) signed by me and dated 20 / 06 / 2022.



Michelle Hall
Company Secretary
Woolworths Group Limited

See over the page for a copy of the Process Deed referred to in the Form 604.

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Process Deed

Woolworths Group Limited

ACN 000 014 675

and

Sean Senvirtne

and

Kate Dockery

and

Dean Ramler

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THIS DEED is made on 20 June 2022

BETWEEN:

- (1) **Woolworths Group Limited** ACN 000 014 675 of 1 Woolworths Way, Bella Vista NSW 2153 (**Bidder**);
- (2) **Sean Senvirtne** of 1 Trig Point, Mount Martha, VIC 3934;
- (3) **Kate Dockery** of 1 Trig Point, Mount Martha, VIC 3934; and
- (4) **Dean Ramler** of 32 Edward Street, Elsternwick, VIC 3185,

the parties set out at (2), (3) and (4) above together being the **KMP Shareholders**.

RECITALS:

- (A) Bidder and MyDeal.com.au Limited ACN 640 108 130 (**Target**) entered into an implementation agreement in relation to the Scheme on 20 May 2022 (**Scheme Implementation Agreement**). The Scheme is conditional on amongst other matters, Post-implementation Agreements being agreed between the parties to each document and remaining in agreed form as at 8.00 am on the Second Court Date.
- (B) Subject to the terms and conditions of this deed, the parties have agreed to work towards implementation of the Scheme, including negotiate in good faith and commit necessary resources to agree the Post-implementation Agreements which will be effective on and from the Implementation Date.

THE PARTIES AGREE AS FOLLOWS:

1. **INTERPRETATION**

1.1 **Definitions**

Adviser means a financial, legal or other adviser or consultant engaged for the Purpose.

Authorised Person in respect of the Bidder means:

- (a) a related body corporate of the Bidder;
- (b) an officer, employee, contractor, representative or agent of the Bidder or of a related body corporate of the Bidder;
- (c) an Adviser of the Bidder or of a related body corporate of the Bidder, or an officer or employee of such an Adviser; and
- (d) any other person whom all the KMP Shareholders agree in writing is an Authorised Person of the Bidder for the purposes of this deed.

Authorised Person in respect of a KMP Shareholder means:

- (a) a representative or agent of the KMP Shareholder;
- (b) an Adviser of the KMP Shareholder; and
- (c) any other person whom the Bidder agrees in writing is an Authorised Person of the KMP Shareholder for the purposes of this deed.

Confidential Information means:

- (a) all information related to or connected with the Purpose; and
- (b) all other information of a confidential nature directly or indirectly disclosed by or on behalf of a Discloser or any of its Authorised Persons to a Recipient or any of its Authorised Persons.

Discloser means a party which discloses the Confidential Information to the other party, and for clarity means:

- (a) a KMP Shareholder when it discloses Confidential Information to Bidder or an Authorised Person of the Bidder; and
- (b) the Bidder when it discloses Confidential Information to a KMP Shareholder or an Authorised Person of the KMP Shareholder.

Purpose means discussions and negotiations between Bidder and the KMP Shareholders relating to the Post-implementation Agreements.

Recipient means a party which receives Confidential Information from the other party, and for clarity means:

- (a) a KMP Shareholder when it receives Confidential Information from the Bidder or an Authorised Person of the Bidder; and
- (b) the Bidder when it receives Confidential Information from a KMP Shareholder or an Authorised Person of the KMP Shareholder.

Unless the context otherwise requires, terms defined in the Scheme Implementation Agreement have the same meaning when used in this deed.

1.2 **General interpretation**

Clauses 1.2 (Rules for interpreting this document) and 1.3 (Non-Business Days) of the Scheme Implementation Agreement apply to the interpretation of this deed, except that references to "this document" are to be read as references to "this deed".

2. **NEGOTIATION OF POST-IMPLEMENTATION AGREEMENTS**

2.1 **Good faith negotiation of Post-implementation Agreements**

Each party agrees to use best endeavours, in good faith, to negotiate and agree each of the Post-implementation Agreements and other related matters to which it is a party as promptly as possible and with the intention that each of the Post-implementation Agreements will be significantly advanced and preferably in Agreed Form by the time that the draft Scheme Booklet is lodged with ASIC.

2.2 **Negotiation framework**

To achieve the objectives described in clause 2.1, each party agrees to use best endeavours to work within the following framework:

- (a) Bidder will provide first drafts of each Post-implementation Agreement to each relevant party on a rolling basis, with the first Post-implementation Agreement to be provided within 10 Business Days after the date of this deed and subsequent Post-implementation Agreements to be provided as soon as practicable thereafter;

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- (b) each KMP Shareholder will provide to Bidder comments on each Post-implementation Agreement to which it is a party promptly and in good faith; and
 - (c) each party will, in good faith, negotiate and agree the matters that are not agreed in a Post-implementation Agreement with all other parties to that document, with a view to agreeing that document as promptly as possible and bearing in mind the parties' intention as described in clause 2.1.

2.3 **Commitment of necessary resources**

Each party agrees to commit all reasonably necessary resources (including management and financial, legal and other professional advisory resources and setting aside as much time as required to meet (in person or over videoconference) to finalise outstanding points in a Post-implementation Agreement) to enable all of the Post-implementation Agreements and other related matters to which it is a party to be prepared, negotiated and finalised in accordance with clause 2.1.

2.4 **Adoption of Post-implementation agreements by Target**

The parties acknowledge that the Target is proposed to be a party to a number of the Post-Implementation Agreements and, subject to the Scheme being implemented, will take such steps as are appropriate and necessary so that the Target enters into each applicable Post-implementation Agreement on the Implementation Date.

3. **CONFIDENTIALITY**

3.1 **Confidential obligations – positive**

The Recipient must:

- (a) keep Confidential Information confidential and only disclose, or cause or permit the disclosure of, Confidential Information as permitted by this deed;
- (b) maintain proper and secure custody of Confidential Information and keep it protected from any use, disclosure or access inconsistent with this deed; and
- (c) do all things reasonably necessary, prudent or desirable to safeguard the confidentiality of Confidential Information.

3.2 **Confidentiality obligations – negative**

The Recipient must not:

- (a) use, or allow the use of Confidential Information for any purpose other than the Purpose;
- (b) reproduce or record, or allow the reproduction or recording of Confidential Information for any purpose other than the Purpose;
- (c) make, permit, solicit or assist any other person to make, any announcement, public statement, media release or any other communication or disclosure about the Purpose or any Confidential Information; or
- (d) to the extent permitted by law, do any thing that would put it or Target in a position where it is required by law to disclose Confidential Information.

3.3 **Authorised Persons**

The Recipient may disclose Confidential Information to an Authorised Person if:

- (a) the disclosure is necessary for the Purpose; and
- (b) the Authorised Person is informed of the confidential nature of the Confidential Information; and
- (c) the Recipient procures that its Authorised Person makes no further disclosure or use of the Confidential Information in accordance with clauses 3.1 and 3.2,

provided that a Recipient seeking to rely on this clause is liable for any act or omission by an Authorised Person who receives Confidential Information in reliance on this clause 3.3 that would, if done by the Recipient be a breach of this deed.

3.4 **Notifications and assistance**

The Recipient must at the Recipient's expense:

- (a) promptly notify the Discloser if the Recipient suspects, or becomes aware of any unauthorised use or disclosure of any Confidential Information;
- (b) immediately take all reasonable steps to prevent or stop any suspected or actual unauthorised use of Confidential Information; and
- (c) procure that each Authorised Person does each of the things in clauses 3.4(a) and 3.4(b) as if the Authorised Person was the Recipient.

3.5 **Exceptions**

Clauses 3.1 and 3.2 do not apply to the extent that Confidential Information is:

- (a) public knowledge (except because of a breach of this deed);
- (b) required to be disclosed by law or the rules of a stock exchange:
 - (i) on which the securities of the Recipient or Target are quoted; or
 - (ii) in the course of the discharge of the duties of a director of Target for the purposes of any required disclosure by law or by the rules of a stock exchange; or
- (c) disclosed with the prior written consent of the Discloser.

3.6 **Disclosure required by law**

- (a) If clause 3.5(b) applies, the Recipient must disclose only the minimum information legally required to be disclosed.
- (b) If clause 3.5(b) applies, the Recipient must also (in each case to the extent reasonably possible and to the extent consistent with law):
 - (i) notify the Discloser of the actual or anticipated requirement to disclose Confidential Information as soon as practicable after it becomes aware of the obligation to disclose, and before disclosure; and
 - (ii) consult with the Discloser about the form and content of the disclosure.

- (c) The parties acknowledge and agree that clause 4.4(f) (Scheme Booklet content and responsibility statements) of the Scheme Implementation Agreement regulates matters concerning the content of the Scheme Booklet as they relate to the Post-implementation Agreements.

4. RETURN OF CONFIDENTIAL INFORMATION

4.1 Recipient's request to return or destroy

Subject to clause 4.2, as soon as practicable on termination of this deed or at any other time on the Discloser's written request, the Recipient must:

- (a) return to the Discloser Confidential Information in the Recipient's or an Authorised Person's possession or under the Recipient's or an Authorised Person's control; or
- (b) destroy Confidential Information so that it is incapable of being accessed; and

in either case, provide written confirmation to the Discloser that all Confidential Information has been returned or destroyed in accordance with this clause 4.1.

4.2 Circumstances when Confidential Information can be retained

The Recipient or an Authorised Person may retain Confidential Information:

- (a) where it is required to do so by law;
- (b) contained in board papers or the minutes of the Recipient's board or any committee of that board (to the extent those papers and minutes contain only the level of detail which is consistent with normal practices);
- (c) contained in working papers which the Recipient is required to retain for its insurance or risk management policies or to comply with any professional standards applicable to the Recipient or Authorised Person;
- (d) contained in any advice or report received by the Recipient from its Advisers prepared for the purpose; and
- (e) that is stored electronically on back-up servers such that it cannot practicably be returned or deleted.

4.3 Acknowledgements

- (a) Any Confidential Information retained under clause 4.2 remains subject to this deed.
- (b) The return or destruction of Confidential Information in accordance with clause 4 does not relieve the Recipient from any of its other obligations under this deed.

5. ACKNOWLEDGEMENTS

The Recipient acknowledges for itself and for each of its Authorised Persons that:

- (a) it is aware that any breach of this deed may result in the Discloser suffering Loss for which damages would not be an adequate remedy; and
- (b) if there is a suspected or actual breach of this deed, the Discloser may seek injunctive relief or an order for specific performance of this deed.

6. **TERMINATION**

- (a) This deed, and the parties' obligations under it, will terminate and be of no further force or effect on the termination by either Bidder or Target of the Scheme Implementation Agreement in accordance with its terms.
- (b) No party may terminate or rescind this deed except as permitted under this clause 6(a).

7. **GENERAL**

7.1 **Consideration**

Each party acknowledges entering into this deed and incurring obligations and giving rights under this deed for valuable consideration received from each other party.

7.2 **Discretion in exercising rights**

A party may exercise a right or remedy or give or refuse its approval or consent in any way it considers appropriate (including by imposing conditions), unless this deed expressly states otherwise.

7.3 **Partial exercising of rights**

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

7.4 **Approvals and consents**

By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

7.5 **Variation and waiver**

A provision of this deed or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

7.6 **Further steps**

Each party agrees, at its own expense, to do anything another party reasonably asks (such as obtaining consents, signing and producing documents and getting documents completed and signed):

- (a) to bind the party and any other person intended to be bound under this deed; or
- (b) to show whether the party is complying with this deed.

7.7 **Costs**

The parties agree to pay their own legal and other costs and expenses in connection with the preparation, execution and completion of this deed and other related documentation except for stamp duty.

7.8 **Survival**

Clause 7 (General) survives expiry of termination of this deed.

7.9 **Entire agreement**

- (a) This deed constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.
- (b) If any provision of this deed is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of this deed shall remain in full force and effect and shall not be affected, impaired or invalidated.

7.10 **Assignment**

A party may not assign or otherwise deal with its rights under this deed or allow any interest in them to arise or be varied in each case, without the consent of each other party.

7.11 **Governing law**

- (a) This deed and any dispute arising out of this deed is governed by the laws of the State of New South Wales, Australia.
- (b) Each party submits to the non-exclusive jurisdiction of the courts of that State and courts of appeal from them, in respect of any proceedings arising out of this deed.

7.12 **Counterparts**

This deed may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.

EXECUTED as a deed.

EXECUTED by **WOOLWORTHS GROUP LIMITED:**



Signature of director

Bradford Banducci

Name



Signature of director/secretary

Kate Eastoe

Name

SIGNED, SEALED and **DELIVERED** by
SEAN SENVIRTNE in the presence of:

Signature of party

Signature of witness

Name

Address of witness

SIGNED, SEALED and **DELIVERED** by
KATE DOCKERY in the presence of:

Signature of party

Signature of witness

Name

Address of witness

EXECUTED as a deed.

EXECUTED by **WOOLWORTHS GROUP LIMITED:**

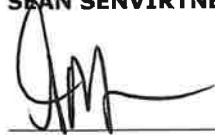
Signature of director

Signature of director/secretary

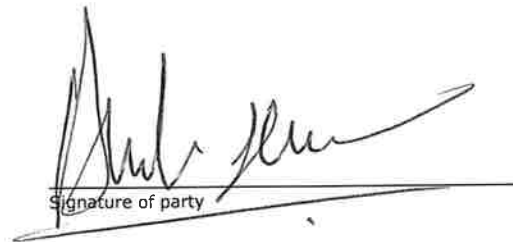
Name

Name

SIGNED, SEALED and DELIVERED by
SEAN SENVIRTNE in the presence of:



Signature of witness



Signature of party

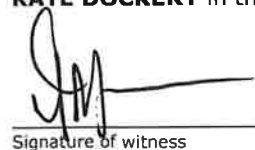
JOSHUA MANGAN

Name

12 BERRIMA RD, ROSANNA VIC

Address of witness

SIGNED, SEALED and DELIVERED by
KATE DOCKERY in the presence of:



Signature of witness



Signature of party

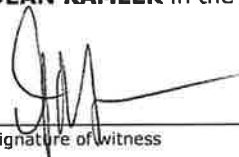
JOSHUA MANGAN

Name

12 BERRIMA RD, ROSANNA VIC

Address of witness

SIGNED, SEALED and DELIVERED by
DEAN RAMLER in the presence of:



Signature of witness



Signature of party

JOSHUA MANGAN

Name

12 BERRIMA RD, ROSANNA

Address of witness
VICTORIA.