

**Form 605**

Corporations Act 2001

Section 671B

**Notice of ceasing to be a substantial holder**

To Company Name/Scheme LiveHire Limited

ACN/ARSN 153 266 605

**1. Details of substantial holder(1)**

Name Michael Haywood ("Haywood")

ACN/ARSN (if applicable)

The holder ceased to be a substantial holder on

01/ 09 / 2022

The previous notice was given to the company on

12/ 08/ 2022

The previous notice was dated

11 / 08 /2022

**2. Changes in relevant interests**

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) 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 (4)	Consideration given in relation to change(5)	Class (6) and number of securities affected	Person's votes affected
See Annexure					

**3. Changes in association**

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) 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

**4. Addresses**

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

Name	Address
Michael Haywood	c/- Level 2, 53 Sholl St, Mandurah WA 6210

**Signature**

print name Michael Haywood

capacity ATF &lt;HAYWOOD FAMILY A/C&gt;

sign here

DocuSigned by:

Mike Haywood

date 07/09/22 /

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**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 4 of the form.
- (2) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (3) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (4) Include details of:
- (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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.
- (5) Details of the consideration must include any and all benefits, money 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.
- (6) The voting shares of a company constitute one class unless divided into separate classes.
- (7) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

# GUIDE

**This guide does not form part of the prescribed form and is included by ASIC to assist you in completing and lodging form 605.**

## Signature

This form must be signed by either a director or a secretary of the substantial holder.

## Lodging period

Nil

## Lodging Fee

Nil

## Other forms to be completed

Nil

## Additional information

- (a) If additional space is required to complete a question, the information may be included on a separate piece of paper annexed to the form.
- (b) This notice must be given to a listed company, or the responsible entity for a listed managed investment scheme. A copy of this notice must also be given to each relevant securities exchange.
- (c) The person must give a copy of this notice:
  - (i) within 2 business days after they become aware of the information; or
  - (ii) by 9.30 am on the next trading day of the relevant securities exchange after they become aware of the information if:
    - (A) a takeover bid is made for voting shares in the company or voting interests in the scheme; and
    - (B) the person becomes aware of the information during the bid period.

## Annexures

To make any annexure conform to the regulations, you must

- 1 use A4 size paper of white or light pastel colour with a margin of at least 10mm on all sides
- 2 show the corporation name and ACN or ARBN
- 3 number the pages consecutively
- 4 print or type in BLOCK letters in dark blue or black ink so that the document is clearly legible when photocopied
- 5 identify the annexure with a mark such as A, B, C, etc
- 6 endorse the annexure with the words:  
*This is annexure (mark) of (number) pages referred to in form (form number and title)*
- 7 sign and date the annexure  
The annexure must be signed by the same person(s) who signed the form.

**ANNEXURE**

**This is the Annexure of four (4) pages referred to in Form 605 'Notice of ceasing to be a substantial holder'.**

**Company Name and ACN:** LiveHire Limited, ACN 153 266 605

**2. 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:

<b>Date of change</b>	<b>Person whose relevant interest changed</b>	<b>Nature of change (4)</b>	<b>Consideration given in relation to change (5)</b>	<b>Class (6) and number of securities affected</b>	<b>Person's votes affected</b>
31.08.2022	Haywood <Haywood Family A/C>	Off-market transfer out.	N/A. By way of court order	6,754,285 ordinary shares	6,754,285
01.09.2022	Haywood <Haywood Family A/C>	Dilution in holding due to the issue of 42,150,611 Shares (see Appendix 2A lodged on 01.09 2022)	N/A	N/A	N/A

**Form 603**Corporations Act 2001  
Section 671B**Notice of initial substantial holder**

To Company Name/Scheme LiveHire Limited

ACN/ARSN 153 266 605

**1. Details of substantial holder (1)**

Name LiveHire Limited

ACN/ARSN (if applicable) 153 266 605

The holder became a substantial holder on 30 / 08 / 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)
Fully Paid Ordinary Shares	19,980,780	19,980,780	5.91%

**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
See Annexure A attached.		

**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
See Annexure A attached.			

**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
See Annexure A attached.		Cash	Non-cash	

**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
N/A	

**7. Addresses**

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

Name	Address
See Annexure A attached.	

**Signature**

print name

Charly Duffy

capacity

Company Secretary

sign here



date 07 / 09 / 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, money 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.

# GUIDE

**This guide does not form part of the prescribed form and is included by ASIC to assist you in completing and lodging form 603.**

## Signature

This form must be signed by either a director or a secretary of the substantial holder.

## Lodging period

Nil

## Lodging Fee

Nil

## Other forms to be completed

Nil

## Additional information

- (a) If additional space is required to complete a question, the information may be included on a separate piece of paper annexed to the form.
- (b) This notice must be given to a listed company, or the responsible entity for a listed managed investment scheme. A copy of this notice must also be given to each relevant securities exchange.
- (c) The person must give a copy of this notice:
  - (i) within 2 business days after they become aware of the information; or
  - (ii) by 9.30 am on the next trading day of the relevant securities exchange after they become aware of the information if:
    - (A) a takeover bid is made for voting shares in the company or voting interests in the scheme; and
    - (B) the person becomes aware of the information during the bid period.

## Annexures

To make any annexure conform to the regulations, you must

- 1 use A4 size paper of white or light pastel colour with a margin of at least 10mm on all sides
- 2 show the corporation name and ACN or ARBN
- 3 number the pages consecutively
- 4 print or type in BLOCK letters in dark blue or black ink so that the document is clearly legible when photocopied
- 5 identify the annexure with a mark such as A, B, C, etc
- 6 endorse the annexure with the words:  
*This is annexure (mark) of (number) pages referred to in form (form number and title)*
- 7 sign and date the annexure  
The annexure must be signed by the same person(s) who signed the form.

## ANNEXURE A

This is Annexure A of two (2) pages referred to in Form 603 'Notice of initial substantial holder'.

Company Name and ACN: LiveHire Limited, ACN 153 266 605

### 3. Details of relevant interests

The nature of the relevant interest the substantial holder has 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	Class and number of securities
LiveHire Limited	<p>Restrictions on the disposal of shares under the voluntary escrow arrangement that was disclosed in the ASX Announcement and Investor Presentation regarding the Company's fully underwritten non-renounceable entitlement offer (<b>Announcements</b>) released to the market on 8 August 2022 gives LiveHire Limited a technical 'relevant interest' in its own shares under section 608(1)(c) of the Corporations Act. The parties executed the voluntary escrow deed on 30 August 2022.</p> <p>LiveHire Limited has no right to acquire these shares or to exercise, or control the exercise of, a right to vote attached to these shares.</p> <p>The Announcements contain a summary of the voluntary escrow arrangements and a copy of the voluntary escrow deed is attached at Annexure B.</p>	19,980,780 fully paid ordinary shares

### 4. Present relevant interests

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder	Class and number of securities
LiveHire Limited	Endeavour Voyager Pty Ltd <Voyager A/C>	Endeavour Voyager Pty Ltd <Voyager A/C>	19,980,780 fully paid 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 become a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration	Class and number of securities
LiveHire Limited	30 August 2022	No consideration was paid by LiveHire Limited for the relevant interests described in paragraph 3 above.	19,980,780 fully paid ordinary shares

## 7. Addresses

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

Name	Address
LiveHire Limited	Level 5, Safe Deposit Building, 90 Queen Street, Melbourne VIC 3000
Antonluigi Gozzi <Voyager Trust A/C>	'5' 53 Sholl Street, Mandurah WA 6210

## Signature

print name      Charly Duffy      capacity      Company Secretary

sign here            date      7 September 2022

This is Annexure B of 9 pages referred to in Form 603.

*Chris Duffy*

## Voluntary Escrow Deed

**LiveHire Limited**  
ACN 153 266 605

and

**Endeavour Voyager Pty Ltd <Voyager AC>**

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## Voluntary Escrow Deed

**Date** 30 August 2022

**Parties** The party described in Item 1 of the Schedule (**Company**)  
and  
The party described in Item 2 of the Schedule (**Holder**)

**Recitals** The Holder voluntarily agrees to hold the Restricted Securities subject to the restrictions as set out in this deed.

It is agreed:

### 1 Definitions and Interpretation

#### 1.1 Definitions

**ASX** means ASX Limited;

**ASX Listing Rules** means the official Listing Rules of the ASX as in force from time to time;

**Board** means the board of Directors;

**Controlled Entity** means any company, fund or other entity under the full and effective control, or for the benefit, of Antonluigi Gozzi or one or more of his immediate family members (including his spouse);

**Controller** means a person who, in ASX's opinion, has a substantial interest in the equity of the holder of, or a substantial economic interest in, the Restricted Securities and each intermediate entity through which that interest occurs;

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

**Director** means a director of the Company;

**Escrow Period** means the period set out in Item 3 of the Schedule;

**Force Majeure** means any act of God, pandemic, epidemic, war, revolution, or any other unlawful act against public order or authority, an industrial dispute, a governmental restraint, or any other event which is not within the control of the parties;

**Holding Lock** has the meaning given by section 2 of the ASX Settlement Operating Rules;

**Restricted Securities** means the Securities set out in Item 4 of the Schedule (as appropriately adjusted in accordance with the ASX Listing Rules for any reorganisation of capital undertaken by the Company) less any securities in respect of which a waiver under clause 6.3 is given and any securities released under clause 3.5;

**Schedule** means the schedule to this deed;

**Securities Trading Policy** means the securities trading policy of the Company;

**Share** means a fully paid ordinary share in the capital of the Company;

**Shareholder** means a holder of Shares;

**Securities** means a security in the capital of the Company, including, without limitation any Shares, Options, performance rights or other securities convertible into Shares; and

**Security Interest** means a mortgage, lien, pledge, charge, hypothecation or other security interest (or an agreement or commitment to create any of them).

## 1.2 Interpretation

In this deed:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representative and transferees;
- (c) words and expressions defined in the ASX Listing Rules, and not in this deed, have the meanings given to them in the ASX Listing Rules; and
- (d) every warranty or agreement (express or implied) in which more than one person joins, binds them individually and any combination of them as a group.

## 2 Escrow restrictions

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### 2.1 Holder restrictions

During the Escrow Period, the Holder must not do any of the following:

- (a) dispose of, or agree or offer to dispose of, any Restricted Securities;
- (b) create, or agree or offer to create, any Security Interest in the Restricted Securities;
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities; or
- (d) participate in a return of capital made by the Company, except as permitted by clause 3.

### 2.2 Perfecting the restrictions

- (a) The Holder must do all things necessary to ensure that, during the Escrow Period, the Restricted Securities are kept on the Company's issuer sponsored sub register, including transferring any Restricted Securities which are held on another sub register to the issuer sponsored sub register.
- (b) The Holder hereby agrees in writing to the application of a Holding Lock to the Restricted Securities during the Escrow Period.

## 3 Exceptions to escrow

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### 3.1 Holder ceasing to be a Director or employed by the Company

Notwithstanding clause 2, the Company acknowledges and agrees that the restrictions applicable to the Restricted Securities during the Escrow Period will cease to apply where Antonluigi Gozzi:

- (a) ceases to hold office as a Director; or
- (b) ceases to be employed by the Company or otherwise engaged on terms that are no less favourable to Antonluigi Gozzi,

in each case for any reason other than as a result of:

- (c) his voluntary resignation; or
- (d) the Company lawfully terminating his employment with the Company for cause in accordance with the terms of his employment agreement.

### **3.2 Takeover bids**

Notwithstanding clause 2, the Holder may accept a takeover bid (as defined in the Corporations Act) if all of the following conditions are met:

- (a) the offers under the takeover bid are for all of the Company's ordinary shares or for a specified proportion of the Company's ordinary shares;
- (b) holders of at least half of the bid class securities that are not restricted securities, either under this deed or any other agreement between the Company and one of its shareholders which imposes similar restrictions, to which the offers relate have accepted the offer; and
- (c) if the offer is conditional, the bidder and the Holder agree in writing that a Holding Lock will be re-applied to each Restricted Security that is not unconditionally bought by the bidder under the off-market bid.

### **3.3 Scheme of arrangement**

Notwithstanding clause 2, the Holder's Restricted Securities may be transferred or cancelled in accordance with a merger by way of scheme of arrangement under Part 5.1 of the Corporations Act if the Holder agrees in writing that a Holding Lock will be re applied if the merger does not take effect.

### **3.4 Other exceptions**

Notwithstanding clause 2, the Restricted Securities (or part thereof) may be transferred pursuant to:

- (a) an order of a court or regulator of competent jurisdiction compelling any Restricted Securities to be disposed of or a Security Interest granted over them;
- (b) a transfer by the personal representatives of the Holder to whomever such Restricted Securities have been bequeathed, or to the Holder's spouse or any of the Holder's infant children provided that the transferee has previously undertaken to the Company by deed in a form acceptable to the Company to be bound by clause 2 in respect of such Restricted Securities;
- (c) a transfer by the Holder to any Controlled Entity, provided that the transfer is made off market and the transferee has previously undertaken to the Company by deed in a form acceptable to the Company to be bound by clause 2 in respect of such Restricted Securities (including an undertaking that if the transferee ceases to be a Controlled Entity during the Escrow Period for any reason, then at the Company's request it will promptly transfer such Restricted Securities back to the original Holder or another Controlled Entity nominated by the original Holder);

- (d) an action taken with the prior written consent of the Company, such consent not to be unreasonably withheld or delayed, following a representation to the Board of the Company by the Holder which demonstrates to the Board that the action is necessary to alleviate financial hardship of Antonluigi Gozzi or his Associates; or
- (e) subject to the terms of the Securities Trading Policy, Board approval following the Holder submitting a reasonable request to the Board during the Escrow Period, provided that the disinterested Directors consider the release of the Restricted Securities to be reasonable and appropriate having regard to the circumstances at that time.

### **3.5 Release**

- (a) Notwithstanding clause 2, the Holder will be free to undertake the actions referred to in clause 2.1 in respect of the Restricted Securities on or after the expiry of the Escrow Period.
- (b) At the end of the Escrow Period, the Company must facilitate the release from escrow referred to in this clause including facilitating the removal of any Holding Lock from any such Restricted Securities.

## **4 Warranties**

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- (a) The Holder represents and warrants to the Company at all times during the Escrow Period:
  - (i) that one of the following applies:
    - (A) the Holder is an individual; or
    - (B) the Holder has no Controller; or
    - (C) the Holder has a Controller which is a nominee or trustee only; or
    - (D) the Holder has a Controller who is otherwise a party to this deed; and
  - (ii) the Holder has power to enter into and perform the terms of this deed and, if a body corporate, is validly existing under the laws of its place of registration and has taken all necessary corporate action to authorise the entry into and performance of this deed.
- (b) A breach of any of these warranties is a breach of this deed.

## **5 Consequences of breaching this deed**

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- (a) If it appears to the Company that the Holder may breach this deed, the Company may take the steps necessary to prevent the breach, or to enforce this deed.
- (b) If the Holder breaches this deed, each of the following applies:
  - (i) the Company may take the steps necessary to enforce this deed, or to rectify the breach;
  - (ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities; and
  - (iii) the Company may recover damages from the breaching party, to the extent the Company suffers any loss as a result of that breach.

- (c) This is in addition to other rights and remedies of the Company.

## **6 General**

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### **6.1 Notices**

- (a) Any notice or communication given to a party under this deed is only given if it is in writing and sent in one of the following ways:
- (i) delivered or posted to that party at its address set out in the Schedule; or
  - (ii) sent by email to that party at its email address set out in the Schedule.
- (b) If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered, posted or sent by email to the latest address or email address.
- (c) Any notice or communication is to be treated as given at the following time:
- (i) if delivered, when it is left at the relevant address;
  - (ii) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; and
  - (iii) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided the sender does not receive an automated message stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined with reference to the device from which the email was sent.
- (d) However, if any notice or communication is given on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next business day.

### **6.2 Amendment**

This deed may not be changed or waived without:

- (a) the written consent of all parties to it; and
- (b) where the ASX has required an escrow to be implemented, then the ASX has also approved the variation.

### **6.3 Waiver**

The disinterested members of the Board may waive at any time any of the restrictions imposed under clause 2:

- (a) on such terms and conditions; and
- (b) in respect of such number of Restricted Securities, as the disinterested members of the Board determine, by written notice to the Holder.

### **6.4 Jurisdiction**

The laws of Victoria apply to this deed. The parties submit to the jurisdiction of the courts of Victoria.



Schedule - Details

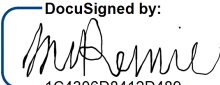
1.	Company's name and address:	Name: Address:	LiveHire Limited, ACN 153 266 605 Level 5, Safe Deposit Building, 90 Queen Street Melbourne, Vic 3000
2.	Holder's name and address:	Name: Address: Email:	Endeavour Voyager Pty Ltd <Voyager AC> '5' 53 Sholl St, Mandurah, WA 6210 gigi@livehire.com
3.	Escrow Period:	The 12 month period commencing on the date of execution of the underwriting agreement between the Company and Shorebrook Pty Ltd and RAC & JD Brice Superannuation Pty Ltd ATF The Brice Superannuation Fund.	
4.	Particulars of Restricted Securities:	19,980,780 Shares	

Signing Page

**EXECUTED** by **LiveHire Limited ACN 153 266 605** in accordance with section 127 of the *Corporations Act 2001* (Cth) by the following officers:

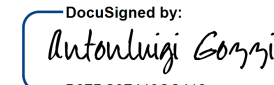
DocuSigned by:  
  
6F3782E2C0A7460...  
Signature of director

Christy Forest  
Name of director

DocuSigned by:  
  
1C4306D8412D489...  
Signature of director

Michael Rennie  
Name of director

**EXECUTED** by **Endeavour Voyager Pty Ltd <Voyager AC>** in accordance with section 127 of the *Corporations Act 2001* (Cth) by the following officers:

DocuSigned by:  
  
B87DC97446CC412...  
Signature of director

Antonluigi Gozzi  
Name of director