



**NOTICE OF ANNUAL GENERAL MEETING
BETMAKERS TECHNOLOGY GROUP LIMITED ACN 164 521 395**

TIME: 10:00am (AEDT)
DATE: Tuesday, 26 November 2024
PLACE: Level 6, North Tower, 80 Collins Street,
Melbourne 3000 VIC
(IN PERSON ATTENDANCE) (Entry to reach the North Tower is via 101 Exhibition Street)
and streamed live virtually for Shareholders to view and participate

Important notice

This Notice of Annual General Meeting should be read in conjunction with the Explanatory Memorandum. The Explanatory Memorandum contains important information about the matters to be considered at the Annual General Meeting of BetMakers Technology Group Limited and to assist shareholders to determine how to vote on the Resolutions set out in this Notice.

Should you wish to discuss any of the matters detailed in this Notice, please do not hesitate to contact the Company Secretary on +61 3 9614 2444 or companysecretary@thebetmakers.com.

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Notice of Annual General Meeting of Shareholders of BetMakers Technology Group Limited

Notice is given that the annual general meeting of Shareholders of BetMakers Technology Group Limited ACN 164 521 395 (the **Company**) will be held:

- on **Tuesday, 26 November 2024 at 10:00am (AEDT)**
- in person at Level 6, North Tower, 80 Collins Street, Melbourne 3000 VIC (Entry to reach the North Tower is via 101 Exhibition Street) **and**
- streamed live virtually for Shareholders to view and participate.

Please see Important Information section below for details.

Important Information

Your vote is important

The business of the Meeting affects your shareholding and your vote is important.

Voting eligibility

The Directors have determined pursuant to regulation 7.11.37 of the *Corporations Regulations 2001* (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders at 7:00pm AEDT on Sunday, 24 November 2024.

Voting in person at the Meeting

Shareholders will be able to attend and vote at the Meeting in person. To vote in person, attend the Meeting at the time, date and place set out above.

Voting by proxy or online prior to Meeting

The Meeting will also be streamed live via webcast for Shareholders to view the Meeting.

The Company urges all Shareholders to please utilise the online facilities offered. Shareholder will be able to view the live webcast of the Meeting, vote online in real time and ask Directors questions online.

To vote by proxy prior to the Meeting, you will need to appoint a proxy and either direct the proxy how to vote on each Resolution, or allow the proxy to exercise their discretion in voting your shares.

To appoint a proxy online, please go to <https://investor.automic.com.au/#/loginsah> and follow the instructions on your Voting Form.

You may also appoint a proxy by completing and signing the enclosed Voting Form and returning it by the time and in accordance with the instructions set out on the Voting Form.

Proxies will be able to:

- attend the Meeting in person, vote in accordance with their proxy instructions and ask Directors questions in person; or
- view the live webcast of the Meeting, vote online in real time in accordance with their proxy instructions and ask Directors questions online.

In accordance with section 249X of the Corporations Act, Shareholders are advised that:

- each Shareholder has a right to appoint a proxy; and

- the proxy need not be a Shareholder of the Company; and
- a Shareholder who is entitled to cast 2 or more votes may appoint 2 proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If the Shareholder appoints 2 proxies and the appointment does not specify the proportion or number of the Shareholders' votes, then in accordance with section 249X(3) of the Corporations Act, each proxy may exercise one-half of the votes.

Proxy vote if appointment specifies way to vote

Section 250BB(1) of the Corporations Act provides that an appointment of a proxy may specify the way the proxy is to vote on a particular Resolution and if it does:

- the proxy need not vote on a show of hands, but if the proxy does so, the proxy must vote that way (ie. as directed); and
- if the proxy has 2 or more appointments that specify different ways to vote on the Resolution, the proxy must not vote on a show of hands; and
- if the proxy is the Chair, the proxy must vote on a poll, and must vote that way (ie. as directed); and
- if the proxy is not the Chair, the proxy need not vote on the poll, but if the proxy does so, the proxy must vote that way (ie. as directed).

Transfer of non-chair proxy to Chair in certain circumstances

Section 250BC of the Corporations Act provides that, if:

- an appointment of a proxy specifies the way the proxy is to vote on a particular Resolution at the Meeting; and
 - the appointed proxy is not the Chair; and
 - at the Meeting, a poll is duly demanded on the Resolution, or is otherwise required under section 250JA, on the question that the Resolution be passed; and
 - either of the following applies:
 - the proxy is not recorded as attending the Meeting; or
 - the proxy does not vote on the Resolution,
- the Chair is taken, before voting on the Resolution closes, to have been appointed as the proxy for the purposes of voting on the Resolution at the Meeting.

Direct voting

In accordance with 14.23 of the Constitution, the Directors have:

- determined that for the Meeting, a shareholder that is entitled to attend and vote at the Meeting may submit a direct vote; and
- approved the matters specified below as the means by which Shareholders may deliver a direct vote.

A Shareholder entitled to attend and vote at the Meeting may direct vote by:

- delivering prior to the Meeting a valid notice of their voting intention by means of a direct vote; or
- delivering a direct vote during the Meeting if participating online.

Direct voting prior to the Meeting

A Shareholder may deliver a direct vote by indicating on the Voting Form that they are casting their vote directly and then placing a mark in one of the boxes opposite each item of business on the Voting Form. All of the Shareholder's shares will be voted in accordance with such direction, unless the Shareholder indicates that their direction is:

- to vote only a portion of their votes on any item; or
- to cast their votes in different ways on any item, by inserting the number of shares in the appropriate box or boxes.

If a Shareholder indicates that they are lodging their votes directly and then does not mark any of the boxes on a given item, no direct vote will be recorded on that item.

If a Shareholder indicates that they are delivering their votes directly and then marks more than one box on an item, their vote on that item will be invalid. If a Shareholder inserts a number of shares in boxes on any item that in total exceeds the number of shares that the Shareholder holds as at the voting entitlement time, the Shareholder's vote on that item will be invalid, unless the Shareholder inserted the number of shares in one box only, in which case it will be taken to be valid for the total number of shares held at that time.

Direct voting during the Meeting

Attending the Meeting online enables Shareholders to view the Meeting live and to also ask questions and cast votes at the appropriate times whilst the Meeting is in progress. To attend the Meeting virtually please follow the instructions below on your computer, tablet or smartphone. Online registration will open 30 minutes before the meeting. To make the registration process quicker, please have your SRN/HIN and registered postcode or country code ready.

Proxyholders will need to contact Automic prior to the meeting to obtain their login details.

To access the Meeting online (Registration will open 30 minutes prior to the meeting):

1. Open your internet browser and go to investor.automic.com.au.
2. Login with your username and password or click “**register**” if you haven’t already created an account. **Shareholders are encouraged to create an account prior to the start of the Meeting to ensure there is no delay in attending the Meeting online**
3. After logging in, a banner will be displayed at the bottom of your screen
4. Click on “**Register**” and follow the steps
5. Click on the URL to join the webcast where you can view and listen to the Meeting.
6. Once the Chair of the Meeting has declared the poll open for voting click on “**Refresh**” to be taken to the voting screen
7. Select your voting direction and click “**save**” to submit your vote. Note that you cannot amend your **vote after it has been submitted**.

Creating an Account with the Share Registry

To create an account with the Share Registry, please go to the Automic website (<https://investor.automic.com.au/#/home>), click on ‘register’ and follow the steps. Shareholders will require their holder number (Securityholder Reference Number (SRN) or Holder Identification Number (HIN)) to create an account with Automic.

Further information and support on how to use the platform is available on the Share Registry website – www.automic.com.au. It is recommended that you register to use the registry website well in advance of the Meeting to save time on the day of the Meeting. Should you have any difficulties, you can contact the registry by telephone on 1300 288 664 (within Australia) and +61 2 9698 5414 (overseas).

A complete guide to registering your attendance and voting at the virtual meeting is also available to view and download from <https://www.automicgroup.com.au/virtual-agms/>.

Corporate representatives

A Shareholder that is a body corporate may appoint an individual to act as its representative at the Meeting by providing a duly executed certificate of appointment of corporate representative (**Certificate**). Unless otherwise specified in the Certificate, the representative may exercise all or any of the powers that the body corporate may exercise at the Meeting or in voting on a Resolution. A Certificate is available upon request from the Share Registry.

Appointments must be lodged in advance of the Meeting with the Company’s Share Registry.

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BUSINESS OF THE ANNUAL GENERAL MEETING

1. Financial Statements and Reports

To receive and consider the Annual Report of the Company for the financial year ended 30 June 2024, including the financial statements, Directors' Report, the Remuneration Report and the auditor's report.

2. Resolution 1 – Adoption of Remuneration Report

To consider and, if thought fit, to pass, with or without amendment, the following Resolution as a non-binding resolution:

“THAT, for the purposes of section 250R(2) of the Corporations Act and for all other purposes, approval is given for the adoption of the Remuneration Report as contained in the Company's Annual Report for the financial year ended 30 June 2024”.

Note: The vote on this Resolution is advisory only and does not bind the Directors or the Company.

Voting Exclusion Statement:

A vote on this Resolution must not be cast (in any capacity) by or on behalf of any Restricted KMP Voter. However, a Restricted KMP Voter may cast a vote on this Resolution as a proxy if the vote is not cast on behalf of a Restricted KMP Voter and either:

- the Restricted KMP Voter is appointed as a proxy by writing that specifies the way the proxy is to vote on this Resolution; or
- the Restricted KMP Voter is the Chair and the appointment of the Chair as proxy:
 - does not specify the way the proxy is to vote on this Resolution; and
 - expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

3. Resolution 2 – Re-Election of Director – Anna Massion

To consider and, if thought fit, to pass, with or without amendment, the following Resolution as an **Ordinary Resolution**:

“THAT Ms Anna Massion, having retired from her office as Director in accordance with clause 15.6 of the Constitution and ASX Listing Rule 14.5, and being eligible, having offered herself for election, be elected as a Director of the Company.”

The Chair intends to vote all undirected proxies in favour of this Resolution.

4. Resolution 3 – Ratification of prior issue of Shares pursuant to ASX Listing Rule 7.4

To consider and, if thought fit, to pass, with or without amendment, the following Resolution as an **Ordinary Resolution**:

“THAT, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue and allotment of 15,789,475 Shares issued on 10 April 2024 under ASX Listing Rule 7.1 on the terms and conditions as set out in the Explanatory Memorandum.”

Voting Exclusion Statement:

The Company will disregard any votes cast in favour of this Resolution by, or on behalf the recipients of the Shares under this Resolution or any Associates of those persons. However, this does not apply to a vote cast in favour of the Resolution by:

- a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way; or
- the Chair as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with the direction given to the Chair as specified in the Voting Form; or
- a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on this Resolution; and
 - the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

The Chair currently intends to vote all undirected proxies in favour of this Resolution.

5. **Resolution 4 – Approval of Modifications to LTIP**

To consider and, if thought fit, to pass, with or without amendment, the following Resolution as an **ordinary resolution**:

“THAT, for the purposes of U.S. Federal law, sections 200B, 200E and 257B of the Corporations Act, ASX Listing Rule 7.2 (Exception 13(b)) and for all other purposes, Shareholders approve the modifications to the Company's Long Term Incentive Plan, including the adoption of the new U.S. Sub-Plan, for up to 30 million shares under the U.S. Sub-Plan, all of which may be granted as “incentive stock options,” as defined by applicable U.S. federal tax law to persons who are employees of the Company or of a direct or indirect majority-owned corporate subsidiary of the Company and are subject to U.S. income taxation and the issue of securities under the U.S. Sub-Plan, on the terms and conditions set out in the Explanatory Memorandum.”

Voting Exclusion Statement:

The Company will disregard any votes cast in favour of this Resolution by, or on behalf of, any person who is eligible to participate in the LTIP, or any of their Associates. However, the Company need not disregard a vote cast in favour of this Resolution by:

- a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with directions given to the proxy or attorney to vote on this Resolution in that way; or
- the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chair of the Meeting to vote on this Resolution as the Chair decides; or
- a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on this Resolution; and
 - the holder votes on this Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Further, a vote must not be cast on this Resolution by a member of the Key Management Personnel or a Closely Related Party of such a member acting as a proxy if their appointment does not specify the way the proxy is to vote on this Resolution. However, a vote may be cast by such persons if:

- it is cast by a member of the Key Management Personnel or their Closely Related Parties as a proxy for a person who is entitled to vote on this Resolution, in accordance with the directions on the proxy form; or
- it is cast by the Chair (who is a member of the Key Management Personnel) as a proxy and the proxy appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

The Chair intends to vote all undirected proxies in favour of this Resolution.

6. **Resolution 5 – Conditional Spill Resolution (ONLY IF REQUIRED)**

Note: This Resolution is subject to the result of the Resolution 1 (Adoption of Remuneration Report) and will only be put to Shareholders at the Meeting if at least 25% of the votes validly cast on Resolution 1 are cast against. If you do not want a Spill Meeting to take place, you should vote ‘For’ Resolution 1, and ‘Against’ this Resolution (if it is put to the Meeting).

To consider and, if thought fit, to pass, with or without amendment, the following Resolution as an **Ordinary Resolution**:

“THAT, subject to and conditional on at least 25% of the votes validly cast on Resolution 1 being cast against the adoption of the Remuneration Report, pursuant to section 250V of the Corporations Act:

- (a) *an extraordinary general meeting of the Company (**Spill Meeting**) be held within 90 days of the passing of this Resolution;*
- (b) *all of the Directors in office when the Board resolution to make the Directors’ Report for the financial year ended 30 June 2024 was passed and who remain in office at the time of the Spill Meeting (excluding the Managing Director), cease to hold office immediately before the end of the Spill Meeting; and*
- (c) *resolutions to appoint persons to offices that will be vacated immediately before the end of the Spill Meeting be put to the vote of securityholders at the Spill Meeting.”*

Voting Exclusion Statement:

A vote on this Resolution must not be cast (in any capacity) by or on behalf of any Restricted KMP Voter. However, a Restricted KMP Voter may cast a vote on this Resolution as a proxy if the vote is not cast on behalf of a Restricted KMP Voter and either:

- the Restricted KMP Voter is appointed as a proxy by writing that specifies the way the proxy is to vote on this Resolution; or
- the Restricted KMP Voter is the Chair and the appointment of the Chair as proxy:
 - does not specify the way the proxy is to vote on this Resolution; and
 - expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

This Resolution is NOT supported by the Board, and the Chair intends to vote all undirected proxies AGAINST this Resolution (if it is put to the Meeting).

Dated: 24 October 2024
By order of the Board

Charly Stephens
Company Secretary

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1 Financial Statements and Reports

In accordance with the Constitution, the business of the Meeting will include receipt and consideration of the Annual Report of the Company for the financial year ended 30 June 2024 together with the declaration of the Directors, the Directors' Report, the Remuneration Report and the Auditor's Report.

The Company will not provide a hard copy of the Annual Report to Shareholders unless specifically requested to do so. The Company's Annual Report is available on its website at <https://betmakers.com/future-vision/>

Shareholders will be given a reasonable opportunity to ask questions and make comments on the reports, and on the management of the Company, and to ask questions of the auditor.

2 Resolution 1 – Adoption of Remuneration Report

2.1 General

The Corporations Act requires that, at a listed company's annual general meeting, a resolution that the remuneration report be adopted must be put to the shareholders. However, such a resolution is advisory only and does not bind the company or the directors of the company.

The Remuneration Report sets out the Company's remuneration arrangements for the Directors and other Key Management Personnel of the Company. The Remuneration Report is part of the Directors' Report contained in the Annual Report. The Chair must allow a reasonable opportunity for its Shareholders to ask questions about or make comments on the Remuneration Report at the Annual General Meeting.

2.2 Voting consequences

Under the Corporations Act, a company is required to put to its shareholders a resolution proposing the calling of another meeting of shareholders to consider the appointment of directors of the company (**Spill Resolution**) if, at two consecutive annual general meetings, at least 25% of the votes cast on a resolution in respect of a remuneration report vote against the adoption of the remuneration report and at the first of those annual general meetings a Spill Resolution was not put to a vote. If required, the Spill Resolution must be put to vote at the second of those annual general meetings.

If more than 50% of votes cast are in favour of the Spill Resolution, the company must convene a shareholder meeting (**Spill Meeting**) within 90 days of the second annual general meeting. If a Spill Resolution is put to shareholders, all of the directors of the company who were in office when the directors' report (as included in the company's annual financial report for the most recent financial year) was approved, other than the managing director of the company, will cease to hold office immediately before the end of the Spill Meeting but may stand for re-election at the Spill Meeting. Following the Spill Meeting each person whose election or re-election as a director of the company was approved will continue as a director of the company.

2.3 Previous voting results

At the Company's previous annual general meeting, the votes cast against the Remuneration Report considered at that annual general meeting were more than 25% of the votes cast (27.42% against, 72.58% for). Accordingly, the Company received its 'first strike'.

Notwithstanding that 72.58% of shareholders voted in favour of the remuneration report at that annual general meeting, the votes revealed a level of Shareholder sentiment in relation to the Company's performance.

In response to the first strike, Directors sought feedback from a number of Shareholders and the broader investment community to better understand the underlying concerns and executed various initiatives to address those concerns.

The Company's Nomination and Remuneration Committee has closely reviewed the overall remuneration strategy of the business and the benchmarking practices used to ensure remuneration sits within a reasonable level relative to the Company's competitors. The changes at both management and Board levels since the 2023 annual general meeting are an example of the Board's increased focus on governance as it pertains to remuneration, incentives and the issuance of capital.

In respect of short term incentives, the Nomination and Remuneration Committee has adjusted weightings relating to the short term incentive plan to ensure that any short term incentive payments more closely align with business performance, particularly relating to financial metrics. This is reflected in the dramatically reduced short term incentive payments paid by the Company since it commenced its transformation in 2023, with an 80.46% reduction in the value of STI payments in FY23 (versus FY22) and a 39.38% reduction in FY24 (versus FY23).

The Board has consulted with key external stakeholders in relation to the development of the Company's FY25 long term incentive plan, ensuring the targets are clearly measurable, performance based and, importantly, if satisfied, are expected to result in a dramatic improvement to the financial health of the business and position the Company for significant growth.

If more than 25% of the votes cast at the Meeting vote against the Remuneration Report under this Resolution, the Spill Resolution set out in Resolution 5 will be put to the Annual General Meeting. Please refer to section 6.1 of this Explanatory Memorandum for further information in respect of the Spill Resolution.

2.4 Proxy voting restrictions

Shareholders appointing a proxy for this Resolution should note the following:

Person appointed as proxy	Where directions are given on Voting Form	Where no directions are given on Voting Form
Key Management Personnel ¹	Vote as directed	Unable to vote ³
Chair ²	Vote as directed	Able to vote at discretion of proxy if expressly authorised to do so under the Voting Form ⁴
Other	Vote as directed	Able to vote at discretion of proxy

Notes:

¹ Refers to Key Management Personnel (other than the Chair) whose remuneration details are included in the Remuneration Report, or a Closely Related Party of that Key Management Personnel.

² Refers to the Chair (where he/she is also a member of the Key Management Personnel whose remuneration details are included in the Remuneration Report), or a Closely Related Party of the Chair.

³ Undirected proxies granted to these persons will not be voted and will not be counted in calculating the required majority if a poll is called on this Resolution.

⁴ The Voting Form notes that it is the Chair's intention to vote all undirected proxies in favour of all Resolutions.

Resolution 2 – Re-Election of Director – Anna Massion

3.1 General

Clause 15.6 of the Constitution requires that, if the Company has three or more Directors, one third of the Directors (except the Managing Director) (or if their number is not three or a multiple of three, then the number nearest but not exceeding one third) must retire at the Company's next annual general meeting. Clause 15.7 of the Constitution allows a Director who retires under clause 15.6 to be eligible for re-election at that meeting. Clause 15.6 of the Constitution further prescribes that the Director who has held their office as Director for the longest period of time is to retire and stand for re-election at the Meeting and, in the event that multiple persons became Directors on the same day, the Director to retire shall be determined by lot (unless otherwise agreed between themselves).

Anna Massion and Rebekah Giles were each last re-elected by Shareholders at the 2022 annual general meeting and they have determined who will retire in accordance with Article 15.6 of the Constitution. Accordingly, Ms Massion will retire as Director at the Meeting and, being eligible, will stand for re-election.

Personal particulars for Ms Massion are set out below.

3.2 Anna Massion

Anna Massion is an accomplished finance professional with over 20 years of experience as an independent director and investment professional. Ms. Massion joined the board of BetMakers in March 2022 and currently serves as a Non- Executive Director on the boards of Playtech, PLC, AGS LLC, and Gaming Realms PLC. She previously served as a Non Executive Director for Artemis Strategic Investment Corporation. Prior to her board appointments, Ms. Massion was a Senior Analyst

at PAR Capital Management from 2014-2019, held the role of Director of Gaming, Lodging and Leisure at Hedgeye Risk Management, LLC from 2008-2014, worked at Marathon Asset Management as a Vice President in the Global Equity Fund, and spent 7 years at JPMorgan Securities with her last role as a Vice President on the Proprietary Trading Desk.

3.3 Board Recommendation

The Board (other than Anna Massion who has abstained from making a recommendation on this Resolution due to her personal interest) recommends that you vote in favour of this Resolution. Each of the Directors currently intends to vote their respective shareholdings in favour of this Resolution.

4 Resolution 3 – Ratification of prior issue of Shares pursuant to ASX Listing Rule 7.4

4.1 Background

On 24 October 2022, the Company announced that it had entered into a share purchase deed (**Deed**) to acquire ABettorEdge Pty Ltd ACN 155 963 401, trading as “Punting Form” (**Punting Form**). As subsequently announced on 25 March 2024, the vendors of Punting Form (**PF Vendors**) satisfied the Special Event performance criteria set out in the Deed and, accordingly, were issued 15,789,475 Shares (**PF Shares**) on 10 April 2024 as part consideration.

The Company issued the PF Shares under its 15% Placement Capacity. The issue of the PF Shares did not breach ASX Listing Rule 7.1.

Under this Resolution, the Company is seeking Shareholder ratification of the issue of the PF Shares pursuant to ASX Listing Rule 7.4. Such approval will refresh the Company’s ability to issue that number of securities under its 15% Placement Capacity in the future.

4.2 ASX Listing Rules 7.1 and 7.4

Broadly speaking, subject to certain exceptions prescribed under the ASX Listing Rules, ASX Listing Rule 7.1 limits the number of securities that a company may issue without shareholder approval over any 12-month period to 15% of the total of the number of shares the company had on issue at the start of the 12-month period (**15% Placement Capacity**).

ASX Listing Rule 7.4 allows for shareholders to subsequently approve an issue of, or agreement to issue, securities, provided the issue did not breach ASX Listing Rule 7.1 at the time of issue. If Shareholders do provide approval, the issue is taken to have been approved under ASX Listing Rule 7.1 and so does not reduce the Company’s capacity to issue further equity securities without shareholder approval under that Rule.

At the time of issue, the issue of the PF Shares did not fall within any exception in ASX Listing Rule 7.2. As the issue has not yet been approved by Shareholders, the PF Shares are using up a part of the Company’s 15% Placement Capacity, reducing the Company’s capacity to issue further equity securities without shareholder approval under ASX Listing Rule 7.1 for the 12-month period following the issue of the PF Shares.

If this Resolution is passed, the PF Shares will be excluded in calculating the Company’s 15% Placement Capacity, effectively increasing the number of equity securities the Company can issue without obtaining Shareholder approval over the 12-month period following the issue date of the PFG Warrants. If this Resolution is not passed the PF Shares will be included in calculating the Company’s 15% Placement Capacity, effectively decreasing the number of equity securities it can issue without obtaining Shareholder approval over the 12-month period following the issue date of the PF Shares.

The Directors consider it prudent to retain the flexibility and capacity to issue additional securities in accordance with ASX Listing Rule 7.1 if circumstances require and, accordingly, seek Shareholders’ ratification of the issue of the PF Shares as set out in this Resolution.

4.3 Summary of issue of PF Shares

For the purpose of ASX Listing Rule 7.5, the following information is provided:

- (a) the PF Shares were issued to Hkelly Holdings Pty Ltd ACN 156 156 062 as trustee for the Kelly Family Trust and JJ Ventures Limited (a company incorporated in Hong Kong), being the PF Vendors, without

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disclosure under Chapter 6D of the Corporations Act. No related parties or their Associates were allotted PF Shares;

- (b) the number of PF Shares for which Shareholder ratification is being sought under this Resolution is 15,789,475 Shares;
- (c) the PF Shares are Shares, rank pari passu with the other Shares on issue and are on the same terms as the other Shares on issue;
- (d) the PF Shares were issued on 10 April 2024;
- (e) the PF Shares were issued in consideration for satisfaction of the Special Event performance criteria at a deemed issue price of \$0.095 per PF Share;
- (f) as the PF Shares were issued in consideration for satisfaction of the Special Event performance criteria, no funds were raised by the issue of the PF Shares;
- (g) the material terms of the Deed under which the PF Shares were issued are detailed in the announcement released by the Company to the ASX on 24 October 2022; and
- (h) a voting exclusion statement is included in this Notice.

4.4 Board Recommendation

The Board recommends that you vote in favour of this Resolution. Each of the Directors currently intend to vote their respective shareholdings in favour of these Resolutions.

Resolution 4 – Approval of amendments to Long Term Incentive Plan

5.1 Background

The Company has had a long term incentive plan (**LTIP**) in place since December 2015, which was most recently updated and approved by Shareholders on 22 November 2021. Since that time, the Company has reviewed the terms of the LTIP to ensure that its administration is appropriate for the Company, having regard to the requirements of the Corporations Act and the ASX Listing Rules. As a result of that review, the Board is seeking to amend the LTIP (**Amended LTIP**) and to approve the Amended LTIP for further purposes under the Corporations Act and the ASX Listing Rules and US Federal laws.

In 2020, Shareholders approved the adoption of a U.S. Sub-Plan which specifically addresses the situation of employees who are subject to U.S. federal income tax. In particular, the U.S. Sub-Plan authorises the Company to grant “incentive stock options” as defined by applicable U.S. federal income tax law as required for compliance with certain provisions of U.S. law.

In 2021, Shareholders also approved the adoption of UK, French, Swedish and Irish Sub-Plans to the LTIP (which, with the U.S. Sub-Plan are the **Foreign Sub-Plans**) to enable the Company to provide long term incentives to its current and future staff who are residents of United Kingdom, France, Sweden and Ireland.

5.2 Amendments to LTIP

The Company seeks the following key amendments to be made to the LTIP (among others):

Amended LTIP

The material amendments proposed to be made to the LTIP are summarised below.

- (a) broadly speaking, the LTIP currently restricts the Company from making an issue of securities under the LTIP if the aggregate of all issues (subject to some exceptions) in the prior three years exceeds 15% of the issued capital of the Company as at the date of the proposed issue (LTIP Limit). Since this limit was established in 2015 under the LTIP Rules, additional limits on issues under employee incentive plans have been imposed under the ASX Listing Rules and Corporations Act which have rendered the LTIP Limit practically redundant and, in aggregate with the statutory limits, create unnecessary complexity in administering the LTIP.

The Amended LTIP varies the LTIP Limit to reflect the recent amendments to the Corporations Act which only limits the number of Awards for Monetary Consideration (ie. Options) that may be offered under the LTIP and Amended LTIP over a three year period to the percentage of the number of Shares actually on issue as at the start of the day the offer is made as prescribed in the Company’s Constitution for the purpose of section 1100V(2) of the Corporations Act (currently 10%) (**Amended LTIP Limit**). An offer of Awards for Monetary Consideration:

- (i) to a person situated outside Australia at the time of receipt of the offer;
 - (ii) that did not need disclosure to investors because of section 708 of the Corporations Act; or
 - (iii) made under a disclosure document as defined in the Corporations Act,
- do not count toward the Amended LTIP Limit.

Awards for No Monetary Consideration (ie. Performance or Service Rights) are not subject to the Amended LTIP Limit under the Amended LTIP. It is important to note that, regardless of the Amended LTIP Limit, for so long as the Company is listed on the ASX, the Company cannot issue any securities under the Amended LTIP in reliance on Listing Rule 7.2 (Exception 13(b)) where the total amount of securities issued would exceed the number approved by Shareholders under that Listing Rule.

- (b) the Company is also seeking Shareholder approval for a new U.S. Sub-Plan as set out in Annexure B which provides for a sub-limit of 30 million securities that may be issued under the Amended LTIP (as amended by the U.S. Sub-Plan) all of which may be granted as “incentive stock options, as defined by applicable U.S. federal tax law, to U.S. resident employees (**U.S. Sub-Limit**). The U.S. Sub-Limit falls within, and is not in addition to, the Amended LTIP Limit;
- (c) to align with the rights of vested Optionholders, employees who cease employment with the Group as a ‘Good Leaver’ shall remain eligible to convert their vested Performance Rights in accordance with their terms until the relevant expiry date, rather than being forced to convert their vested Performance Rights upon cessation of employment. The amendments clarify that the Board may determine in its sole and absolute discretion (at any time, before or after cessation of employment) whether ‘Bad Leavers’ (which includes those who cease employment by resigning) shall remain eligible to convert their vested Performance Rights until the relevant expiry date, or be required to immediately convert their vested Performance Rights upon cessation of employment. The amendments also remove:
 - (i) the automatic lapsing of securities on cessation of employment where the Board hasn’t made a determination on the above matters; and
 - (ii) the obligation of the Company to pay nominal consideration to Good Leavers or Bad Leavers in respect of the forfeiture of unvested Options or Performance Rights;
- (d) requiring holders of vested Performance Rights or Options to submit a notice electing to convert their Performance Rights or Options into Shares and clarifying that vested Performance Rights and Options will not be automatically converted into Shares on vesting unless the Offer letter provides otherwise. The amendments also clarify that the Company will convert or exercise vested Performance Rights and Options within a reasonable time after receiving an exercise notice and payment of the exercise price (if any);
- (e) where an offer letter provides that the securities will vest in separate tranches based on calculations that would otherwise result in one or more tranches having a fraction of a security, the number of securities for each tranche shall be rounded down to the nearest whole security other than the final tranche which will be increased to include the number of securities that had not been issued under the previous tranches solely due to rounding;
- (f) removing the requirement of the Company to provide Optionholders and Rightholders with a certificate in respect of newly issued Options or Rights in addition to the Holding Statement that is available to the holder in the Registry portal;
- (g) clarifying that Rights or Options can only be transferred with Board consent where the transferee is an entity controlled by the holder;
- (h) clarifying the Company’s rights and liabilities relating to the cancellation of lapsed securities; and
- (i) confirming that, notwithstanding any term in the Amended LTIP or an offer, no person will be entitled to any benefit in connection with any person’s cessation of employment to the extent that the giving of the benefit would give rise to a breach of the Corporations Act, including without limitation Part 2D.2 of the Corporations Act, the ASX Listing Rules or any other applicable law which limits or restricts the giving of such benefits (together, **Limiting Legislation**). If any Limiting Legislation limits the amount of the benefit, or the amount of the benefit that may be given without obtaining shareholder approval, then the benefit shall be capped at that amount and no further benefit is required to be provided to the relevant person. The Group may reduce any benefit in such manner as it determines appropriate to ensure compliance with Limiting Legislation and so that shareholder approval does not need to be obtained. The Company is not required to seek or obtain the approval of its shareholders for the purpose of overcoming any limitation or restriction imposed by any Limiting Legislation. Shareholders can request a copy of the Amended LTIP by contacting the Company Secretary at companysecretary@thebetmakers.com.

Subject to the approval of this Resolution, the Amended LTIP will apply with retrospective effect and any securities issued under the LTIP will be subject to the terms of the Amended LTIP other than to the extent that an individual Participant’s consent is required to effect the changes to the LTIP as it applies to that Participant.

5.3 Corporations Act

Shareholders are being asked to approve the Amended LTIP for all purposes under the Corporations Act, including but not limited to:

- Termination Benefits

Sections 200B of the Corporations Act requires shareholder approval by ordinary resolution, and in accordance with section 200E, in order to access the exemption from the prohibition on a company giving a person a benefit in connection with that person's retirement from an office or position of employment in that company where that person is, or was in the three years prior to his or her retirement, in a managerial or executive office in that company.

The Amended LTIP allows the Board, in its discretion, to afford persons ceasing employment with the Company certain benefits under the Amended LTIP. The term "benefit" has a wide operation and may include the Board exercising its discretion to permit the exercise of options or retention of performance rights granted under the Amended LTIP (**LTIP Benefit**).

For a section 200B benefit to be allowed, section 200E requires that this Notice provide Shareholders with either the value of the proposed benefits or, where the value of the proposed benefits cannot currently be ascertained, the manner in which the value of the proposed benefits is calculated, and the matters, events and circumstances that will, or are likely to, affect the calculation of the value.

In the circumstance of a possible LTIP Benefit, the value of the termination benefits that the Board may give under the Amended LTIP cannot be determined in advance, as many of the factors that will or are likely to affect that value will not be known until the time the benefit is decided to be awarded (if at all). The Board has not determined whether it will exercise discretion to grant any LTIP Benefits or in what circumstances it will exercise its discretion.

Specifically, the value of the LTIP Benefit will depend on a number of factors, including the Company's share price at the time of the LTIP Benefit and the number of Securities to which the Board will apply such LTIP Benefit (if any). Shareholders should note the possible LTIP Benefit is restricted to the exercise of options or retention of performance rights post-cessation of employment and does not change the exercise price, or number of Shares which are subject to the exercise or conversion, of the options and performance rights.

- Employee Share Scheme Buy-Back

The LTIP includes a right of the Company to buy-back Options, Performance Rights or Shares issued under the LTIP in certain circumstances. Section 257B(1) of the Corporations Act sets out the procedure for various forms of buy-back, including an 'employee share scheme buy-back'. In order for the Company to undertake a buy-back of Shares issued under the Amended LTIP (for example in situations where the Shares are forfeited by participants in accordance with their terms of issue) using the employee share scheme buy-back procedure under the Corporations Act, the Amended LTIP must be approved by Shareholders for this purpose.

5.4 ASX Listing Rule 7.2, Exception 13

ASX Listing Rule 7.1 provides that a company must not, subject to specified exceptions, issue or agree to issue more equity securities during any 12-month period than the company's 15% Placement Capacity.

ASX Listing Rule 7.2, Exception 13(b) provides that ASX Listing Rule 7.1 does not apply to issues of securities under an employee incentive scheme if, within three years before the date on which the securities are issued, shareholders approve the issue of securities under the scheme as an exception to ASX Listing Rule 7.1.

If this Resolution is passed, the Company will be able to issue securities under the Amended LTIP to eligible participants without affecting the Company's ability to issue securities under the Company's 15% Placement Capacity.

The Board believes this will provide the Company with the flexibility necessary to raise additional capital under its 15% Placement Capacity as and when appropriate and provide long term incentives to its current and future staff.

If this Resolution is not passed:

- the Company will only be able to issue securities under the Amended LTIP pursuant to the Company's 15% Placement Capacity; or
- the Company will be required to consider alternative incentive arrangements for employees which are consistent with the Company's remuneration principles, including providing an equivalent cash incentive.

The following further information is provided for the purposes of ASX Listing Rule 7.2, Exception 13(b):

- (a) a summary of the proposed amendments under the Amended LTIP is set out in section 5.2 above and a summary of the Amended LTIP, including the proposed amendments (excluding the Foreign Sub-Plans) is attached at Annexure A;

- (b) a copy of each Foreign Sub-Plan is attached at Annexure B;
- (c) subject to Shareholder approval at the Meeting, the maximum number of securities that may be issued under the Amended LTIP in reliance on Listing Rule 7.2 (Exception 13(b)) is 30 million securities (**Approved LTIP Cap**). It is not currently expected that this amount of securities will be issued under the Amended LTIP, rather, this amount is simply provided as the maximum number of securities which may be issued under the Amended LTIP in the future for the purposes of ASX Listing Rule 7.2 (Exception 13(b)). Further, in addition to the Approved LTIP Cap, if any securities issued (prior to the date of the Notice or in the future) under the LTIP or Amended LTIP lapse, or are forfeited or cancelled (for example due to failure to achieve vesting conditions or cessation of employment), the Company may issue additional new securities under the Amended LTIP up to the maximum number of securities cancelled in addition to the Approved LTIP Cap. As the Approved LTIP Cap is limited to issues of securities for the purpose of Listing Rule 7.2 (Exception 13(b)), any securities issued under the Amended LTIP to Directors or their Associates with shareholder approval under Listing Rule 10.14 will also be in addition to the Approved LTIP Cap;
- (d) in 22 November 2021 Shareholders last approved the LTIP including approval to issue up to 58.1 million securities plus any amount of LTIP of securities cancelled or lapsed since that date. As at the date of this Notice, since 22 November 2021, the Company has cancelled 34,655,000 securities that were issued under the LTIP (either prior or subsequent to the 2021 approval) and issued 80,569,646 securities under the LTIP (including the LTIP securities issued on or around the date of this Notice). The Company reserves the right to issue up to an additional 12,185,354 securities under the remaining LTIP capacity before the date of the Meeting;
- (e) the maximum number of securities that may be issued to U.S. resident eligible participants under the U.S. Sub-Plan after the Meeting is 30 million securities (**U.S. Sub-Limit**), all of which may be issued pursuant to “incentive stock options,” as defined by U.S. federal tax law, to persons who are employees of the Company or of a direct or indirect majority-owned corporate subsidiary of the Company and are subject to U.S. income taxation. For the avoidance of doubt, the U.S. Sub-Limit simply limits the number of securities that may be issued to U.S. residents under the Amended LTIP and is not in addition to the Approved LTIP Cap. The Company does not currently intend to issue that amount of securities under the Amended LTIP, nor does it expect that this amount of securities will be issued only to U.S. participants. The U.S. Sub-Limit has been set to comply with U.S. Federal Laws and to provide the Company with maximum flexibility in granting future securities under the Amended LTIP; and
- (f) a voting exclusion statement in respect of this Resolution is set out in the Notice.

5.5 Board Recommendation

The Board may be eligible to participate in the Amended LTIP, and as a result, each Director is excluded from voting on this Resolution. Notwithstanding that the Directors cannot vote their own shares on this Resolution, the Board recommends that you vote in favour of this Resolution.

6 Resolution 5 – Conditional Spill Resolution (ONLY IF REQUIRED)

IMPORTANT NOTE: in accordance with the Corporations Act, this Resolution will only be put to the Meeting if at least 25% of the votes cast on Resolution 1 are against the adoption of the Remuneration Report.

6.1 General

The Corporations Act requires that if at least 25% of votes are cast against the adoption of the remuneration report at two consecutive annual general meetings, then a resolution must be put to Shareholders at the second annual general meeting substantially in the form of Resolution 5.

At the previous annual general meeting, more than 25% of the votes validly cast on the resolution concerning the adoption of the remuneration report presented at that meeting were cast against that resolution. Accordingly, if at this Meeting at least 25% of votes validly cast are against the adoption of the Remuneration Report (Resolution 1) then this Resolution will be put to the Meeting.

If this Resolution is put to the Meeting and more than 50% of the votes validly cast vote in favour of this Resolution, then:

- (a) a Spill Meeting must be held within 90 days after this Meeting. If required, details of that meeting will be notified to Shareholders in due course;

- (b) all of the current members of the Board (as there is no Managing Director) who continue to hold office as at the date of the Spill Meeting will vacate their offices immediately before the end of the Spill Meeting and are eligible to stand for re-election; and
- (c) at the Spill Meeting, resolutions will be voted on to elect individuals to the vacated offices. Notwithstanding that the current Directors will be eligible to stand for re-election at the Spill Meeting, there is no assurance that they will elect to do so.

If at this Meeting less than 25% of votes validly cast are against the adoption of the Remuneration Report (Resolution 1), then this Resolution will not be put to the Meeting.

If all the current Directors cease to be Directors prior to the Spill Meeting, the Spill Meeting need not be held.

In deciding how to vote on the Spill Resolution, the Board recommends that Shareholders consider the following factors:

- (a) substantial additional costs will be incurred if the Company is required to call and hold the Spill Meeting;
- (b) the disruption to the Board, which could cause instability in the Company;
- (c) the loss of skills, experience and corporate history that would result from the cessation of any Director; and
- (d) there is no assurance that any or all of the Directors will stand for re-election at the Spill Meeting.

6.2 Proxy restrictions

If you appoint the Chair or another member of Key Management Personnel whose remuneration details are included in the Remuneration Report, or a Closely Related party of such a member, as your proxy to vote on Resolution 5, you must direct the proxy how they are to vote on your behalf.

If you do not direct the Chair or another member of Key Management Personnel whose remuneration details are included in the Remuneration Report, or a Closely Related party of such a member, on how to vote on Resolution 5, the proxy will be prevented under the Corporations Act from exercising your vote and your vote will not be counted in relation to Resolution 5.

6.3 Board Recommendation

The Board recommends that you vote **AGAINST** this Resolution.

Glossary

\$ means Australian dollars.

15% **Placement Capacity** has the meaning ascribed to it in section 4.2 of the Explanatory Memorandum.

AEDT means Australian Eastern Daylight Time as observed in Melbourne, Victoria, Australia.

Annual Report means the annual financial report of the Company for the year ended 30 June 2024.

Associate has the meaning given to it in ASX Listing Rule 19.12.

ASX means ASX Limited ACN 008 624 691 or the financial market operated by ASX Limited, as the context requires.

ASX Listing Rules means the Listing Rules of ASX.

Auditor's Report means the auditor's report contained in the Annual Report.

Awards for Monetary Consideration means an Option, Performance Right or other type of security where either:

- (a) monetary consideration is to be provided for the issue or transfer of the Option, Performance Right or security; or
- (b) monetary consideration is to be provided as a condition to the exercise of the Option, Performance Right or security.

Awards for No Monetary Consideration means an Option, Performance Right or other type of security where:

- (a) no monetary consideration is to be provided for the issue or transfer of the Option, Performance Right or security; and
- (b) no monetary consideration is to be provided as a condition to the exercise of the Option, Performance Right or security; and

(c) the Offer meets any requirements prescribed in the Corporations Regulations from time to time.

Board means the current board of Directors.

Chair means the chairperson of the Meeting.

Closely Related Party of a member of the Key Management Personnel means:

- (a) a spouse or child of the member;
- (b) a child of the member's spouse;
- (c) a dependent of the member or the member's spouse;
- (d) anyone else who is one of the member's family and may be expected to influence the member, or be influenced by the member, in the member's dealing with the entity;
- (e) a company the member controls; or
- (f) a person prescribed by the Corporations Regulations 2001 (Cth).

Company or **BetMakers** means BetMakers Technology Group Limited ACN 164 521 395.

Constitution means the Company's constitution.

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

Deed has the meaning ascribed to it in section 4.1 of the Explanatory Memorandum.

Directors means the current directors of the Company.

Directors' Report means the directors' report contained in the Annual Report.

Explanatory Memorandum means the explanatory memorandum accompanying the Notice.

Key Management Personnel has the same meaning as in the accounting standards and broadly includes those persons having authority and responsibility for planning, directing and controlling the activities of the Company, directly or indirectly, including any director (whether executive or otherwise) of the Company.

Meeting or **Annual General Meeting** means the meeting convened by the Notice.

Notice or **Notice of Annual General Meeting** means this notice of Annual General Meeting, including the Explanatory Memorandum and the Voting Form.

Option means an option granted under the LTIP or Amended LTIP to subscribe for, acquire and/or be allocated (as determined by the Board in its sole and absolute discretion) one Share subject to the satisfaction of any vesting conditions and/or performance hurdles, and payment of the relevant exercise price;

Ordinary Resolution means that at least 50% of votes cast by Shareholders present and eligible to vote at the Meeting (in person, by proxy, by attorney or, in the case of a corporate shareholder, by a corporate representative) must be in favour of a Resolution for it to be passed.

Performance Right means an entitlement of a participant granted under the LTIP or Amended LTIP to subscribe for, acquire and/or be allocated (as determined by the Board in its sole and absolute discretion) one Share subject to the satisfaction of any vesting conditions and/or performance hurdles, with no exercise price payable;

PF Shares has the meaning ascribed to it in section 4.1 of the Explanatory Memorandum.

PF Vendors has the meaning ascribed to it in section 4.1 of the Explanatory Memorandum.

Punting Form has the meaning ascribed to it in section 4.1 of the Explanatory Memorandum.

Related Party has the meaning given to it in ASX Listing Rule 19.12.

Remuneration Report means the remuneration report set out in the Directors' Report contained in the Company's Annual Report.

Resolution means a resolution set out in the Notice.

Restricted KMP Voter is one of the following persons who or on whose behalf a vote on a Resolution must not be cast (in any capacity):

- (a) a member of the Key Management Personnel, details of whose remuneration are included in the Remuneration Report; or
- (b) a Closely Related Party of such a member.

Service Right means an entitlement of a participant granted under the LTIP or Amended LTIP to subscribe for, acquire and/or be allocated (as determined by the Board in its sole and absolute discretion) one Share subject to the satisfaction of any time-based vesting conditions, with no exercise price payable;

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

Share Registry means the share registry of the Company, being Automic Pty Ltd.

Shareholder means a holder of a Share.

Special Resolution means that at least 75% of votes cast by Shareholders present and eligible to vote at the Meeting (in person, by proxy, by attorney or, in the case of a corporate shareholder, by a corporate representative) must be in favour of a Resolution for it to be passed.

Spill Meeting has the meaning ascribed to it in section 2.2 of the Explanatory Memorandum.

Spill Resolution has the meaning ascribed to it in section 2.2 of the Explanatory Memorandum.

Voting Form means the proxy form accompanying the Notice.

VWAP means volume weighted average price.

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Annexure A – Summary of Amended Long Term Incentive Plan

Terms used in this Annexure A will have the meaning ascribed to them by the LTIP, unless the context requires otherwise.

If Resolution is approved by Shareholders, a copy of the full LTIP, including the US Sub-Plan and the Additional Sub-Plans, will be available on the Company's website at <https://betmakers.com/corporate>.

<p>Participation</p>	<p>Pursuant to the LTIP, the Company may offer Options or Performance Rights on the terms and conditions summarised below:</p> <p>(a) Eligibility</p> <p>Any Director or Employee of the Company or any other person declared by the Board, in its sole and absolute discretion, is eligible to participate in the LTIP (Eligible Employee).</p> <p>(b) Offer</p> <p>The Board may from time to time, in its absolute discretion, make a written offer to an Eligible Employee to apply for the grant of a specific number of Options and/or Performance Rights, upon the terms set out in the LTIP and upon such additional terms and conditions as the Board determines.</p> <p>(c) Consideration</p> <p>The Board may, in its sole and absolute discretion, determine whether and the amount of any fee payable by an Eligible Employee to the Company on the grant of an Option and/or Performance Right.</p>
<p>Offer</p>	<p>Following determination of an Eligible Employee, the Board may at any time, and from time to time, invite the Eligible Employee to participate in its sole and absolute discretion. If the Eligible Employee has returned a corresponding Application to the Company that has been accepted by the Company, then they become a participant (Participant).</p>
<p>Maximum Allocation</p>	<p>An Offer of Options and/or Performance Rights for Monetary Consideration (Awards for Monetary Consideration) must not be made if at the time the offer is made, the Company reasonably believes:</p> <p>(a) the total number of Shares that are, or are covered by, the Awards for Monetary Consideration that may be issued under the offer; and</p> <p>(b) the total number of Shares that are, or are covered by, the Awards for Monetary Consideration that have been issued, or could have been issued, under offers made under the LTIP or any other employee share scheme extended only to Eligible Employees at any time during the 3 year period ending on the day the offer is made,</p> <p>but disregarding any Offer made, or Option, Performance Right or Plan Share offered or issued, by way of or as a result of:</p> <p>(c) an Offer to a person situated outside Australia at the time of receipt of the Offer; and</p> <p>(d) an Offer that did not need disclosure to investors because of section 708 of the Corporations Act; or</p> <p>(e) an Offer made under a disclosure document as defined in the Corporations Act,</p> <p>does not exceed the issue cap percentage prescribed in the Company's Constitution for the purpose of section 1100V(2) of the Corporations Act (currently 10%) of the number of Shares actually on issue as at the start of the day the offer is made (Issue Cap).</p> <p>An Offer of Awards for No Monetary Consideration is not limited by the Issue Cap set out in the LTIP.</p>
<p>Terms of Plan Shares</p>	<p>The rights attaching to the Shares issued upon exercise or conversion of an Option or Performance Rights issued under the LTIP (Plan Shares) are summarised below:</p> <p>(a) Shares to rank equally</p> <p>Any Plan Shares allotted, issued or transferred by the Company to a Participant under the LTIP will rank equally with all existing Shares on and from the date of allotment, issue or transfer, including in respect of all rights and bonus issues.</p> <p>(b) Voting rights</p>

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	<p>A Participant may exercise any voting rights attaching to Plan Shares registered in the Participant's name.</p> <p>(c) Dividend rights</p> <p>A Participant will have a vested and indefeasible entitlement to any dividends declared and distributed by the Company on the Plan Shares which, at the books closing date/record date for determining entitlement to those dividends, are standing to the account of the Participant.</p> <p>(d) Transfer of Shares</p> <p>Plan Shares or any beneficial or legal interest in Plan Shares may not be transferred, encumbered or otherwise disposed of, or have a Security Interest granted over them, by a Participant unless all restrictions on the transfer as determined by the Board in its sole and absolute discretion, encumbrance or disposal of the Plan Shares have been met, the Board has waived any such restrictions, or prior consent of the Board is obtained which consent may impose such terms and conditions on such transfer, encumbrance or disposal as the Board sees fit.</p>
Terms of Options	<p>The rights attaching to the Options issued pursuant to the LTIP are the same as the terms summarised below. However, the Options may be subject to such other exercise criteria or conditions as the Board may determine.</p> <p>(a) Entitlement</p> <p>Each vested Option entitles the holder (Holder) to subscribe for one Share on payment of the Exercise Price (if any).</p> <p>(b) Exercise Price and Expiry Date</p> <p>Each Option shall have an exercise price (Exercise Price) and expiry date (Expiry Date) determined by the Company at the time of issue of the Option.</p> <p>(c) Vesting Conditions and Exercise Period</p> <p>The Options may be subject to vesting conditions (Vesting Conditions), which may be deemed satisfied in the Board's sole and absolute discretion.</p> <p>Each Option is exercisable from the date of satisfaction of the relevant Vesting Conditions and before the Expiry Date (Exercise Period).</p> <p>The vesting of an Option on the satisfaction of any Vesting Conditions will not automatically trigger the exercise of the Option.</p> <p>The Board may in its discretion waive any requirement that a vested Option which has a nil Exercise Price be exercised by the Participant. The Company may, in its sole discretion, exercise the vested Option which has a nil Exercise Price at any time after vesting.</p> <p>A vested Option is exercisable by the participant within the Exercise Period, subject to the Participant delivering to the Company a notice in writing stating the number of Option to be exercised and a cheque or cash or such other form of payment determined by the Board in its sole and absolute discretion as satisfactory for the amount of the Exercise Price (if any).</p> <p>(d) Shares issued on exercise</p> <p>Shares issued upon exercise of an Option will rank equally with the then Shares of the Company, be issued free of all encumbrances, liens and third party interests and the Company will apply to ASX for quotation of the Shares.</p> <p>(e) Minimum Exercise</p> <p>Options must be exercised in multiples of 100 unless fewer than 100 Options are held by a Participant or the Board otherwise agrees.</p> <p>(f) Lapse of Options</p> <p>Unless otherwise determined by the Board in its sole and absolute discretion, the Options will lapse on the earlier of:</p> <ul style="list-style-type: none"> (i) where a Forfeiture Condition has been met and the Options are forfeited; (ii) a Vesting Condition has not been achieved within the relevant time;

	<p>(iii) if the Board determines in its reasonable opinion that the Options have not been met and cannot be met prior to the Expiry Date; or</p> <p>(iv) at the expiry date of the Options.</p> <p>(g) Participation in new issues, voting rights and dividends</p> <p>There are no participation rights or entitlements inherent in the Options and Holders will not be entitled to vote, receive any dividends or participate in new issues of capital offered to Shareholders during the currency of the Options unless and until the Options have been exercised.</p> <p>(h) Non-transferable and No Quotation</p> <p>Options may not be assigned, transferred, encumbered with a Security Interest in or over them, or otherwise disposed of by a Participant, unless:</p> <p>(i) the proposed assignment or transfer is to an entity that is controlled by the Participant and the prior consent of the Board is obtained; or</p> <p>(ii) such assignment or transfer occurs by force of law upon the death of a Participant to the Participant's legal personal representative.</p> <p>Unless determined otherwise by the Board in its sole and absolute discretion, Options issued under the Plan will not be quoted on the ASX.</p>
<p>Terms of Performance Rights</p>	<p>The terms of the Performance Rights issued pursuant to the LTIP are summarised below:</p> <p>(a) Entitlement</p> <p>Each vested Performance Rights entitles the holder (Holder) to subscribe for one Share.</p> <p>(b) Performance Conditions and Performance Period</p> <p>The Performance Rights may be subject to vesting conditions (Vesting Conditions), which may be deemed satisfied in the Board's sole and absolute discretion.</p> <p>Each Performance Right is exercisable from the date of satisfaction of the relevant Vesting Conditions and before the Expiry Date (Exercise Period).</p> <p>Unless the applicable Sub-Plan or offer letter expressly provides otherwise, the vesting of a Performance Right on the satisfaction of any Vesting Conditions will not automatically trigger the conversion of the Performance Right.</p> <p>The Board may in its discretion waive any requirement that a vested Performance Right which has a nil Exercise Price be exercised by the Participant. The Company may, in its sole discretion, exercise the vested Performance Right which has a nil Exercise Price at any time after vesting.</p> <p>A vested Performance Right is exercisable by the participant within the Exercise Period, subject to the Participant delivering to the Company a notice in writing stating the number of Performance Rights to be exercised and a cheque or cash or such other form of payment determined by the Board in its sole and absolute discretion as satisfactory for the amount of the Exercise Price (if any).</p> <p>(c) Minimum Exercise</p> <p>Performance Rights must be exercised in multiples of 100 unless fewer than 100 Performance Rights are held by a Participant or the Board otherwise agrees.</p> <p>(d) Lapse of Performance Rights</p> <p>Unless otherwise determined by the Board in its sole and absolute discretion, the Performance Rights will lapse on the earlier of:</p> <p>(i) where a Forfeiture Condition has been met and the Performance Rights are forfeited;</p> <p>(ii) a Performance Hurdle has not been achieved within the relevant time;</p> <p>(iii) if the Board determines in its reasonable opinion that the Performance Hurdles have not been met and cannot be met prior to the expiry of the Performance Period; or</p> <p>(iv) at the expiry date of the Performance Period.</p>

	<p>(e) Shares issued on satisfaction of Performance Hurdles or Vesting Criteria</p> <p>Shares issued upon satisfaction of a Performance Hurdle or Vesting Criteria rank equally with the then Shares of the Company, be issued free of all encumbrances, liens and third party interests and the Company will apply to ASX for quotation of the Shares.</p> <p>(f) Participation in new issues, voting rights and dividends</p> <p>There are no participation rights or entitlements inherent in the Performance Rights and the Participant will not be entitled to vote, receive any dividends or participate in new issues of capital offered to Shareholders during the currency of the Performance Rights unless and until the Performance Hurdles and/or Vesting Criteria have been satisfied and the Participant is issued Shares.</p> <p>(g) Non-transferable and No Quotation</p> <p>Performance Rights may not be assigned, transferred, encumbered with a Security Interest in or over them, or otherwise disposed of by a Participant, unless:</p> <ul style="list-style-type: none"> (i) the proposed assignment or transfer is to an entity that is controlled by the Participant and the prior consent of the Board is obtained, which consent may impose such terms and conditions on such assignment, transfer encumbrance or disposal as the Board sees fit; or (ii) such assignment or transfer occurs by force of law upon the death of a Participant to the Participant's legal personal representative. <p>Unless determined otherwise by the Board in its sole and absolute discretion, Performance Rights issued under the LTIP will not be quoted on the ASX.</p>
<p>Good Leaver / Bad Leaver</p>	<p>Where a Participant who holds Options and/or Performance Rights becomes a Good Leaver (a person that is not a Bad Leaver):</p> <ul style="list-style-type: none"> (a) all vested Options and Performance Rights which have not been exercised will continue in force and remain exercisable until the Expiry Date, unless the Board in its sole and absolute discretion determines otherwise; and (b) the Board may determine, in its sole and absolute discretion, the manner which the unvested Options and/or Performance Rights will be dealt with including but not limited to: <ul style="list-style-type: none"> (i) allowing some or all of those Options and/or Performance Rights (as the case may be) to continue to be held by the Participant, and be subject to the existing Performance Hurdles and/or Vesting Conditions; (ii) undertaking a Buy-Back of some or all of those Options and/or Performance Rights; and/or (iii) requiring that any remaining Options and/or Performance Rights be automatically forfeited by the Participant. <p>Where a Participant who holds Performance Rights and/or Options becomes a Bad Leaver, the Board may determine (in its sole and absolute discretion at any time before or after cessation of employment) that any of the following (or combination thereof) will apply to the Participant's Options and/or Performance Rights:</p> <ul style="list-style-type: none"> (a) all vested Options and Performance Rights which have not been exercised will continue in force and remain exercisable until the Expiry Date; (b) all vested Performance Rights will be immediately exercised; and (c) all unvested Options and/or Performance Rights will automatically be forfeited by the Participant. <p>A Participant will become a Bad Leaver where, unless otherwise determined by the Board in its sole and absolute discretion, a Participant ceases employment or office with any member of the Group in any of the following circumstances:</p> <ul style="list-style-type: none"> (a) the Participant resigns from their employment or office; (b) the employment of the Participant is terminated due to poor performance; or (c) the Participant's employment is terminated, or the Participant is dismissed from their office, for any of the following reasons:

	<ul style="list-style-type: none"> (i) the Participant has committed any serious or persistent breach of the provisions of any employment or director contract entered into by the Participant with any member of the Group; (ii) the Participant being guilty of fraudulent or dishonest conduct in the performance of the Participant's duties, which in the reasonable opinion of the relevant member of the Group effects the Participant's suitability for employment with that member of the Group, or brings the Participant or the Group into disrepute; (iii) the Participant has been convicted of any criminal offence which involves fraud or dishonesty; (iv) the Participant has committed any wrongful or negligent act or omission which has caused any member of the Group substantial liability; (v) the Participant has become disqualified from managing corporations or has committed any act that may result in the Participant being banned from managing a corporation under any applicable securities law; or (vi) the Participant has committed serious or gross misconduct, wilful disobedience or any other conduct justifying termination of employment without notice.
Buy-Back	<p>The Board may cause the Company to Buy-Back Options, Performance Rights and/or Plan Shares held by a Participant for:</p> <ul style="list-style-type: none"> (a) an amount agreed with the Participant at any time; (b) the then Market Value of Options, Performance Rights and/or Plan Shares (as the case may be) without the agreement of the Participant; or (c) where there is a formal takeover offer made for at least 5% of the Shares, the Company may Buy-Back Options, Performance Rights and/or Plan Shares (as the case may be) at the price or prices offered by the bidder under the takeover offer and/or as considered appropriate by the Board in its reasonable opinion in light of such an offer.
Bonus Issues and Capital Reconstructions	<ul style="list-style-type: none"> (a) Change of Control Unless the Board determines otherwise in its sole and absolute discretion, upon the happening of a Change of Control Event, Options and Performance Rights granted will vest on a pro rata basis based upon the period from the date of grant to the date of the Change of Control Event when compared to the relevant overall vesting period, and where the Vesting Conditions have been satisfied. Unless the Board determines otherwise in its sole and absolute discretion, any Options and Performance Rights which the Board determines will not vest will automatically lapse. (b) Adjustment for bonus issues of Shares If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment): <ul style="list-style-type: none"> (i) the number of Plan Shares which must be issued on the exercise of an Option/Performance Right will be increased by the number of Plan Shares which the Holder would have received if the Holder of Options/Performance Rights had exercised the Option/Performance Right before the record date for the bonus issue; and (ii) no change will be made to the Exercise Price. (c) Adjustment for rights issue If the Company makes an issue of Shares pro rata to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) the Exercise Price of an Option will be reduced according to the formula in ASX Listing Rule 6.22 so that the Holder does not suffer any detriment as a result of the pro rata issue. (d) Adjustment for reorganisation If there is any reorganisation of the Issued Capital of the Company, the number of Options and/or Performance Rights to which each Participant is entitled, and/or the Exercise Price of the Options or Performance Rights (if any), will be changed in accordance with the Listing Rules (e) Adjustment for fairness

	<p>The Board may (as far as possible) make whatever adjustments it deems necessary or desirable to ensure that the consequences of that application are fair as between the Participants and the holders of other securities in the Company subject to the Listing Rules.</p>
Administration of LTIP	<p>The Board may make such regulations for the operation of the LTIP as it considers necessary, provided such regulations are consistent with the rules of the LTIP.</p> <p>The Board may delegate any of its powers or discretions conferred on it by these Rules to a committee of the Board or to any one or more persons selected by it, including but not limited to the Company Secretary.</p> <p>Each Participant authorises and appoints the Company Secretary of the Company at the relevant time (or their delegate) as their agent and attorney to do all things necessary in their name and to give effect to the LTIP, but expressly excludes the power to exercise Options and/or Performance Rights granted to the Participant under the LTIP.</p>
Amendments to the LTIP	<p>The Board may at any time amend the LTIP so long as the amendment does not materially reduce the rights of any Participant in respect of the Securities granted to them prior to the date of the amendment, other than:</p> <p>(a) an amendment introduced primarily for the purposes of:</p> <ul style="list-style-type: none"> (i) complying with present or future applicable legislation; (ii) correcting any manifest error or mistake; (iii) allowing the implementation of a trust arrangement in relation to the holding of Plan Shares granted under the LTIP; and/or (iv) taking into consideration adverse tax implications; or <p>(b) an amendment which has been agreed to in writing by the relevant Participant(s).</p> <p>As soon as reasonably practicable after making any amendments, the Board will give notice of the amendments to any Participant effected by the amendment. Failure by the Board to notify a Participant of any amendment will not invalidate the amendment as it applies to that Participant.</p> <p>Amendments of the LTIP will be of immediate effect unless otherwise determined by the Board.</p> <p>The Board may from time to time amend the terms of the LTIP as they apply to Participants in particular jurisdictions or circumstances by means of an addendum to the LTIP.</p>
Termination or suspension of the LTIP	<p>The Board may at any time terminate or suspend the operation of the LTIP for such period or periods as it thinks fit.</p>

Annexure B: Foreign Sub-Plans

For personal use only

**ADDENDUM TO
BETMAKERS TECHNOLOGY GROUP LIMITED
LONG TERM INCENTIVE PLAN**

TERMS AND CONDITIONS APPLICABLE TO UNITED STATES PERSONS

The Board of Directors of BetMakers Technology Group Limited hereby adopts this Addendum to BetMakers Technology Group Limited Long Term Incentive Plan (the “**Plan**”), effective as of 26 November 2024 (the “**Addendum Adoption Date**”), pursuant to clause 22.6 of the Plan. The rules set forth in this Addendum (the “**U.S. Rules**”) apply to Options and Performance Rights granted under the Plan to Eligible Employees who are residents of the United States of America or otherwise subject to income taxation by the United States of America (“**U.S. Persons**”). If there is a conflict, whether express or implied, between the Plan and these U.S. Rules as applicable to U.S. Persons, the U.S. Rules will prevail.

1. DEFINITIONS

Any capitalized terms used but not defined herein will have the meanings given to them in the Plan.

“**Award**” means, as applicable, a grant of Options or Performance Rights.

“**California Participant**” means a U.S. Participant who is a resident of the State of California.

“**Capital Reconstruction**” means a change in the capital structure of the Company, as described in clause 19 of the Plan.

“**Disability**” means a permanent and total disability within the meaning of Section 22(e)(3) of the U.S. Code.

“**Eligible U.S. Person**” means a U.S. Person who meets the requirements of Section 2.1 below.

“**Fair Market Value**” means, with respect to a Share as of any date:

(a) if the Shares are then listed on a securities exchange, (i) the closing sale price of a Share, (ii) the average of the high and low sales prices of a Share or (iii) the average “market price” (as that term is defined in the ASX Listing Rules) per Share (weighted by reference to volume) during the five trading days immediately preceding such date; provided that with respect to the establishment of the Exercise Price of an Option, the method of determining the Fair Market Value must be set forth in the applicable Invitation Letter; or

(b) if the Shares are not then listed on a securities exchange, the fair market value of a Share as determined by the Board in good faith, and in a manner consistent with the requirements of Section 409A or Section 422 of the U.S. Code, as applicable.

“**Incentive Stock Option**” means an Option granted to an Eligible U.S. Person who is a U.S. Employee and that is intended to be (as set forth in the applicable Invitation Letter) and which qualifies as an “incentive stock option” within the meaning of Section 422 of the U.S. Code.

“**Nonstatutory Option**” means an Option granted to an Eligible U.S. Person that is not intended to be (as set forth in the applicable Invitation Letter), or that otherwise does not qualify as, an Incentive Stock Option.

“**Rule 701**” means Rule 701 promulgated pursuant to the Securities Act.

“**Section 409A**” means Section 409A of the U.S. Code.

“**Securities Act**” means the United States Securities Act of 1933, as amended.

“**Separation from Service**” means a termination of employment or other service with the Group which constitutes a “separation from service” within the meaning of Section 409A.

“**U.S. Code**” means the United States Internal Revenue Code of 1986, as amended, and any applicable regulations and administrative guidelines thereunder.

“**U.S. Consultant**” means a U.S. Person engaged to provide consulting or advisory services (other than as an Employee or a Director) to a Participating Company, provided that (i) the identity of such person, the nature of such services or the entity to which such services are provided would not preclude the Company from offering or selling securities to such person pursuant to the Plan in reliance on either the exemption from registration provided by Rule 701 under the Securities Act or, if the Company is required to file reports pursuant to Section 13 or 15(d) of the Exchange Act, registration on a Form S-8 Registration Statement under the Securities Act, or (ii) the Company would be eligible to offer or sell securities to such person pursuant to the Plan without registration under the Securities Act in reliance on Section 4(a)(2) of the Securities Act or another applicable exemption.

“**U.S. Employee**” means a U.S. Person treated as an employee (including a member of the Board who is also treated as an employee) in the records of a member of the Group and, with respect to any Incentive Stock Option granted to such person, who is an employee for purposes of Section 422 of the U.S. Code; provided, however, that neither service as a member of the Board nor payment of a director’s fee is sufficient to constitute employment for purposes of these U.S. Rules.

“**U.S. Person**” means a person who is a resident of the United States of America or otherwise subject to income taxation by the United States of America.

“**U.S. Participant**” means a U.S. Person who has become a Participant.

2. RULES APPLICABLE TO ALL AWARDS GRANTED TO U.S. PERSONS

2.1. **Eligible U.S. Persons.** No U.S. Person may be granted an Award pursuant to the Plan unless such person is, as of the date of grant of the Award, an Eligible Employee who is a U.S. Employee, U.S. Consultant or member of the Board of the Company or another member of the Group that is a majority-owned subsidiary of the Company or of another member of the Group in a chain of majority-owned Group members beginning with the Company. No U.S. Consultant is eligible to become a Participant unless such U.S. Consultant is a natural person providing *bona fide* services to one or more of the foregoing entities and such services are not (i) in connection with the offer or sale of securities in a capital-raising transaction or (ii) performed to directly or indirectly promote or maintain a market for the Company’s securities. No U.S. Person will be eligible to be granted an Award prior to the date such person commences employment or other personal service relationship with a member of the Group.

2.2. **Grant of Awards.** The Board may grant to an Eligible U.S. Person (a) Performance Rights, subject to the conditions described in Section 4 below and (b) Options which qualify as Incentive Stock Options or Options which do not qualify as Incentive Stock Options, which will be Nonstatutory Options. Incentive Stock Options may only be granted to Eligible Employees who are U.S. Employees and in accordance with Section 3 below. Nonstatutory

Options and Performance Rights may be granted to any Eligible U.S. Person. Unless Options granted pursuant to the Plan are specifically designated as Incentive Stock Options at the time of grant, they will be Nonstatutory Options.

2.3. Exercise Price of Options; Purchase Price of Performance Rights. No Option granted to an Eligible U.S. Person may have an Exercise Price that is less than 100% of the Fair Market Value of a Share on the date that the Option is granted. Performance Rights may have any purchase price or Fee determined by the Board, including no purchase price or Fee.

2.4. Compliance with U.S. Securities Law. The grant of Awards to Eligible U.S. Persons and the issuance of Shares pursuant to any Awards held by a U.S. Participant will be subject to compliance with all applicable requirements of United States federal and state law with respect to such securities and the requirements of any stock exchange or market system upon which the Shares may then be listed. In addition, no Award held by a U.S. Participant may be exercised or Shares issued pursuant to Awards held by a U.S. Participant unless (a) a registration statement under the Securities Act is in effect at the time of such exercise or issuance with respect to the Shares issuable pursuant to the Awards or (b) in the opinion of legal counsel to the Company, the Shares issuable pursuant to the Awards may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act. Except as otherwise determined by the Board, the Company intends that securities issued to U.S. Persons pursuant to the Plan will be exempt from requirements of registration and qualification of such securities pursuant to the exemptions afforded by Rule 701, and the Plan and these U.S. Rules will be so construed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any Shares hereunder to any U.S. Person will relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority has not been obtained. As a condition to issuance of any Shares, the Company may require a U.S. Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

2.5. Tax Withholding.

(a) **In General.** At the time that Awards are granted, Awards cease to be subject to a substantial risk of forfeiture (i.e., become vested), Awards are exercised or Shares are issued in settlement of Awards, in whole or in part, or at any time thereafter as requested by any Group member, the U.S. Participant hereby authorizes withholding from payroll or any other payment of any kind due to the U.S. Participant and otherwise agrees to make adequate provision for United States federal, state and local taxes and any other taxes or social insurance contributions required by law to be withheld, if any, which arise in connection with such Awards. The applicable Group member may require the U.S. Participant to make a cash payment to cover any such withholding tax obligation as a condition of grant, exercise or vesting of the Awards or issuance of Shares.

(b) **Withholding in or Directed Sale of Shares.** The Company will have the right, but not the obligation, to deduct from the Shares issuable to a U.S. Participant upon the exercise or settlement of Awards, or to accept from a U.S. Participant the tender of, a number of whole Shares having a Fair Market Value, as determined by the Company, equal to all or any part of the tax withholding obligations of any member of the Group. The Fair Market Value of any Shares withheld or tendered to satisfy any such tax withholding obligations may not exceed the amount determined by the applicable minimum statutory withholding rates. The Company may require a U.S. Participant to direct a securities broker, upon the exercise or settlement of Awards, to sell a portion of the Shares subject to the Awards determined by the Company in its discretion to be sufficient to cover the tax withholding obligations of any

member of the Group and to remit an amount equal to such tax withholding obligations to the Group member in cash.

2.6. **Compliance with Section 409A.** All Awards granted to U.S. Participants are intended to comply with, or otherwise be exempt from, Section 409A. All such Awards must be administered, interpreted, and construed in a manner consistent with Section 409A, as determined by the Company in good faith, to the extent necessary to avoid the imposition of additional taxes under Section 409A(a)(1)(B) of the U.S. Code. It is intended that any election, payment or benefit which is made or provided pursuant to or in connection with any Awards that may result in deferred compensation within the meaning of Section 409A will comply in all respects with the applicable requirements of Section 409A. Notwithstanding the foregoing, neither the Company nor the Board will have any obligation to take any action to prevent the assessment of any tax or penalty on any Participant under Section 409A, and neither the Company nor the Board will have any liability to any Participant for such tax or penalty.

2.7. **Electronic Delivery.** By accepting an Offer under the Plan, the U.S. Participant (a) consents to the electronic delivery of all information with respect to the Plan and the Awards, and any reports of the Company provided generally to the Shareholders; (b) acknowledges that the Participant may receive from the Company a paper copy of any documents delivered electronically at no cost by contacting the Company by telephone or in writing; (c) further acknowledges that the Participant may revoke his or her consent to the electronic delivery of documents at any time by notifying the Company of such revoked consent by telephone, postal service or electronic mail; and (d) further acknowledges that the Participant understands that he or she is not required to consent to electronic delivery of documents.

3. **RULES APPLICABLE TO INCENTIVE STOCK OPTIONS**

3.1. **Shareholder Approval of U.S. Rules Applicable to Incentive Stock Options.** These U.S. Rules applicable to Incentive Stock Options were initially adopted by the Board on the Addendum Adoption Date and were, or will be, approved by the Shareholders no later than twelve (12) months after the Addendum Adoption Date. Any amendment to the ISO Share Limit set forth in Section 3.3 below or in the classes of U.S. Employees eligible to be granted Incentive Stock Options under the Plan set forth in Section 3.5 below must be approved by a majority of the outstanding securities of the Company entitled to vote within a period beginning twelve (12) months before and ending twelve (12) months after the date on which any such amendment is adopted by the Board.

3.2. **Designation of Incentive Stock Option Status.** The Board action approving the grant of an Incentive Stock Option to a U.S. Employee must specify that the Option is intended to be an Incentive Stock Option. If an Option is not specifically designated as an Incentive Stock Option, or if an Option is designated as an Incentive Stock Option but some portion or all the Option fails to qualify as an Incentive Stock Option under the applicable rules, then the Option (or portion thereof) will be a Nonstatutory Option. The Company shall have no liability to a U.S. Employee, or any other party, if an Option (or any part thereof) that is intended to be an Incentive Stock Option is not an Incentive Stock Option or for any action taken by the Board to amend, modify, or terminate the Plan, the U.S. Rules or any Option, including without limitation, the conversion of an Incentive Stock Option to a Nonstatutory Option

3.3. **Maximum Number of Shares Issuable Pursuant to Incentive Stock Options.** Subject to proportionate adjustment in the event of a Capital Reconstruction, the maximum aggregate number of Shares that may be issued under Plan pursuant to the exercise of Incentive Stock Options may not exceed 30,000,000 (the "ISO Share Limit").

3.4. **Limitation on Time of Grant of Incentive Stock Options.** No Incentive Stock Option may be granted pursuant to the Plan later than the 10th anniversary of the Addendum Adoption Date. However, any Incentive Stock Options granted within such 10-year period will continue to be governed by these U.S. Rules notwithstanding the expiration of such period.

3.5. **Eligible Employees.** An Incentive Stock Option may be granted only to an Eligible Employee who is (a) a U.S. Employee and (b) is an employee, within the meaning of Section 422 of the U.S. Code, of the Company or a corporation (other than the Company) in an unbroken chain of corporations beginning with the Company and ending with the corporation employing such U.S. Employee in which, at the time of the grant of such Option, each of the corporations other than the last corporation in the unbroken chain owns shares possessing 50% or more of the total combined voting power of all classes of the share capital in one of the other corporations in such chain.

3.6. **Exercise Price.** The Exercise Price for each Incentive Stock Option will be established in the discretion of the Board; provided, however, that (a) the Exercise Price may not be less than 100% of the Fair Market Value of a Share on the date of grant of the Incentive Stock Option and (b) no Incentive Stock Option granted to a person who, at the date of grant, owns shares possessing more than 10% of the total combined voting power of all classes of voting securities of any member of the Group within the meaning of Section 422(b)(6) of the U.S. Code (a “**Ten Per Cent Owner**”) may have an Exercise Price less than 110% of the Fair Market Value of a Share on the date of grant of the Incentive Stock Option.

3.7. **Incentive Stock Option Fair Market Value Limitation.** To the extent that an Incentive Stock Option granted to a U.S. Employee (together with all Incentive Stock Options granted to the U.S. Employee under all plans of the Group, including the Plan) becomes exercisable for the first time during any calendar year for Shares having a Fair market Value greater than U.S. \$100,000, the portion of such Options which exceeds such amount will be treated as Nonstatutory Options. For purposes of this Rule, options designated as Incentive Stock Options are taken into account in the order in which they were granted, and the Fair Market Value of Shares is determined as of the date of grant of such Options. If a grant of Options is treated as an Incentive Stock Option in part and as a Nonstatutory Option in part by reason of the limitation set forth in this Rule, the Participant may designate which portion of such Options the Participant is exercising. In the absence of such designation, the Participant will be deemed to have exercised the Incentive Stock Option portion of the Options first.

3.8. **Lapse of Incentive Stock Options.** No Incentive Stock Option may be exercisable after the expiration of ten (10) years after the date of grant of such Option, provided that no Incentive Stock Option granted to a Ten Per Cent Owner may be exercisable after the expiration of five (5) years after the date of grant of such Option.

3.9. **Effect of Termination of Employment or Leave of Absence on Incentive Stock Option.** A U.S. Participant’s exercise of an Option otherwise qualifying as an Incentive Stock Option will be treated as the exercise of an Incentive Stock Option only if the U.S. Participant is (except in the case of termination of employment due to Disability or death), at all times during the period beginning with the date of grant of such Option and ending on the date three (3) months before the date of such exercise, an employee of a corporation described in Section 3.5 above or a corporation substituting or assuming an Option in a transaction to which Section 424(a) of the U.S. Code applies. In the case of termination of employment due to Disability or death, a period of one (1) year will be substituted in place of the period of three (3) months. A U.S. Participant’s employment will not be deemed to have been interrupted or terminated if the Participant takes any military leave, sick leave, or other bona

vide leave of absence approved by a member of the Group. However, unless the U.S. Participant's right to return to employment is guaranteed by statute or contract, if any such leave taken by a U.S. Participant exceeds three (3) months, then on the one hundred eighty-first (181st) day following the commencement of such leave an Option held by the Participant which remains outstanding will be treated upon exercise as a Nonstatutory Option.

3.10. Incentive Stock Options Not Transferable. An Incentive Stock Option may not be transferable by the U.S. Participant otherwise than by will or the laws of descent and distribution, and during the lifetime of the U.S. Participant will be exercisable only by the U.S. Participant.

3.11. Notification of Disqualifying Disposition. If the U.S. Participant makes a disposition (as that term is defined in Section 424(c) of the U.S. Code) of any Shares acquired pursuant to Incentive Stock Options within two (2) years following the date of grant of such Options or within one (1) year after the Shares acquired upon the exercise of such Options are transferred to the Participant, the Participant must notify the Company of such disposition in writing within thirty (30) days of the disposition.

4. RULES APPLICABLE TO PERFORMANCE RIGHTS

4.1. Performance Criteria and Vesting of Performance Rights. At the time of the grant of Performance Rights to an Eligible U.S. Person, the Board may impose such Performance Hurdles or other conditions to the vesting of the Performance Rights as it, in its sole discretion, deems appropriate. Notwithstanding any provision of the Plan or any Invitation Letter to the contrary, once established at the time of grant, such Performance Hurdles or other conditions to the vesting of such Performance Rights may not be modified in any manner that could extend the performance period or otherwise delay or defer the date on which such conditions to vesting could be satisfied in a manner that would constitute an extension of the period in which compensation is subject to a substantial risk of forfeiture within the meaning of Section 409A.

4.2. Time of Settlement of Performance Rights. Notwithstanding any provision of the Plan or any Invitation Letter to the contrary and except as complies with Section 4.3 below, no Performance Right granted to an Eligible U.S. Person may permit the issuance of a Share in settlement of the Performance Right later than the 15th day of the third calendar month following the last day of the calendar year or Company fiscal year (whichever ends later) in which the Performance Right "vests" (i.e., ceases to be subject to a "substantial risk of forfeiture" within the meaning of Section 409A).

4.3. Compliance with Section 409A of the Code. In addition to the general provisions relating to Section 409A set forth in Section 2.7 of these U.S. Rules, the following rules will apply to any Performance Rights that are subject to Section 409A:

(a) Notwithstanding anything to the contrary in the Plan, these U.S. Rules or any Invitation Letter, to the extent required to avoid tax penalties under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to the Plan on account of, and during the six (6) month period immediately following, the U.S. Participant's Separation from Service will instead be paid on the first business day following the six-month anniversary of the U.S. Participant's Separation from Service (or upon the U.S. Participant's death, if earlier).

(b) Neither any U.S. Participant nor the Company may take any action to accelerate or delay the payment of any amount or benefits under any Performance Right in any manner which would not be in compliance with Section 409A.

(c) Notwithstanding anything to the contrary in the Plan, these U.S. Rules or any Invitation Letter, to the extent that any amount constituting deferred compensation subject to Section 409A would become payable to a U.S. Participant under the Plan by reason of a Change of Control Event or takeover, such amount will become payable only if such event would also constitute a “change in control event” within the meaning of Section 409A.

(d) Should any provision of the Plan, these U.S. Rules or any Invitation Letter be found not to comply with, or otherwise to be exempt from, the provisions of Section 409A as applicable to a U.S. Participant, such provision will be modified and given effect (retroactively if necessary), in the sole discretion of the Board, and without the consent of the holder of Performance Rights, in such manner as the Board determines to be necessary or appropriate to comply with, or to effectuate an exemption from, Section 409A.

(e) Notwithstanding the foregoing, neither the Company nor the Board will have any obligation to take any action to prevent the assessment of any tax or penalty upon any U S Participant under Section 409A, and neither the Company nor the Board will have any liability to any U S Participant for such tax or penalty.

5. RULES APPLICABLE TO AWARDS GRANTED TO CALIFORNIA PARTICIPANTS

The following rules will govern Awards granted under the Plan and these U.S. Rules to any California Participant at any time required for an exemption from qualification of securities under the California Corporate Securities Law of 1968 by reason of Section 25102(o) of the California Corporations Code, notwithstanding any other provisions of the Plan, these U.S. Rules or the applicable Invitation to the contrary:

5.1. **Limitation on Time of Grant of Awards to California Participants.** No Award may be granted to a California Participant following the 10th anniversary of the date on which the Plan and these U.S. Rules are adopted by the Board or approved by the Shareholders, whichever is earlier.

5.2. **Maximum Option Exercise Period.** The Exercise Period of any Option granted to a California Participant may be no more than 120 months from the date of grant of the Option.

5.3. **Minimum Option Post-Service Exercise Periods.** Unless the employment or service of the California Participant is terminated for “cause” as defined by applicable law, the terms of the Plan, these U.S. Rules or the Invitation Letter, the right to exercise an Option in the event of termination of employment or service, to the extent that the Participant is entitled to exercise the Option on the date employment or service relationship terminates, will continue until the earlier of the lapsing of the Option’s original Exercise Period, or:

(a) At least 6 months from the date of termination of employment or service if termination was caused by death or Disability.

(b) At least 30 days from the date of termination of employment or service if termination was caused by other than death or Disability.

5.4. **Awards Not Transferable.** No Options or Performance Rights granted to a California Participant may be transferable other than by will, by the laws of descent and distribution, or, if and to the extent permitted under the terms of the Invitation Letter, to a revocable trust or as permitted by Rule 701 under the Securities Act.

5.5. **Shareholder Approval.** Shareholders representing a majority of the Company’s issued and outstanding Shares entitled to vote must approve these U.S. Rules by the later of

(a) 12 months after the date the Plan is adopted by the Board or (b) 12 months after the granting of any Award to a California Participant. Any Option exercised or Share issuance pursuant to a Performance Right by a California Participant before such Shareholder Approval is obtained must be rescinded if Shareholder Approval is not obtained within the period described in the preceding sentence. Notwithstanding the foregoing, the Company will not be required to comply with this Section 5.5 for so long as (i) the Company qualifies as a “foreign private issuer,” as defined by Rule 3b-4 of the United States Securities Exchange Act of 1934, as amended, and (ii) the aggregate number of California Participants and other persons resident in California granted options or issued securities under all plans or agreements of the Company does not exceed thirty-five (35).

5.6. Provision of Financial Statements. The Company must provide financial statements to each California Participant annually during the period such individual has Options or Performance Rights outstanding; provided, however, that the Company will not be required to provide such financial statements to California Participants when the Plan and these U.S. Rules comply with all conditions of Rule 701 under the Securities Act.

5.7. Compliance with California Securities Laws. With respect to any Awards granted to a California Participant, the Plan and these U.S. Rules are intended to comply with Section 25102(o) of the California Corporations Code. Any provision of these U.S. Rules that is inconsistent with Section 25102(o), including without limitation any provision of the Plan, as modified by these U.S. Rules, that is more restrictive than would be permitted by Section 25102(o) as amended from time to time, will, without further act or amendment by the Board, be reformed to comply with the provisions of Section 25102(o). If at any time the Board determines that the delivery of Shares under the Plan to a California Participant or other U.S. Participant is or may be unlawful under the laws of any applicable jurisdiction, or United States federal or state securities laws, the right to exercise an Option or receive Shares pursuant to Options, Performance Rights or other Share acquisition rights will be suspended until the Board determines that such delivery is lawful. The Company will have no obligation to effect any registration or qualification of the Shares under United States federal or state laws.

6. TERM, AMENDMENT, AND TERMINATION OF THE U.S. RULES

6.1. The Board may amend, suspend or terminate the U.S. Rules at any time. Unless terminated sooner by the Board, the U.S. Rules will terminate automatically upon the earlier of (i) ten (10) years after the effective date of the U.S. Rules and (ii) the termination of the Plan. No Award may be granted under the U.S. Rules while either the Plan or the U.S. Rules is suspended or after the Plan or the U.S. Rules is terminated (but Awards previously granted under the U.S. Rules may extend to the termination pursuant to the terms of the Award Agreement).

6.2. If the U.S. Rules is terminated, the provisions of the U.S. Rules and any administrative guidelines, and other rules adopted by the Board and in force at the time of suspension or termination of the U.S. Rules, will continue to apply to any outstanding Awards as long as an Award granted pursuant to the U.S. Rules remains outstanding.

7. GOVERNING LAW.

7.1. The U.S. Rules shall in all respects be governed by and be construed in accordance with the laws of the State of Delaware, without giving effect to the principals of conflicts of laws, and applicable provisions of U.S. federal law. The state and federal courts located within the State of Delaware shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this U.S. Rules and accordingly any proceedings, suit or action arising out of this U.S. Rules shall be brought in such courts.

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BETMAKERS TECHNOLOGY GROUP LTD (COMPANY)

SPORTTECH SAS

FRENCH SHARE INCENTIVE SUB-PLAN

Pursuant to the powers granted to the Board in Section 22.6 of the Betmakers Technology Group Ltd. Long Term Incentive Plan dated 26 November 2024 (as it may be amended or restated from time to time) (the “**Plan**”) the Board has adopted this French Long Term Incentive Sub-Plan (the “**Sub-Plan**”) for Participants employed or engaged by SportTech SAS (company registration number: 342020303) of which the Company holds directly or indirectly at least 10% of the share capital.

The Sub-Plan has been adopted to govern any Offers of Options, Performance Rights or Shares granted under the Plan for the benefit of Participants who are employed or engaged in France (a “**French Participant**”).

The rules set out in the Sub-Plan do not provide for any rights that are more beneficial than the rights that may be granted under the Plan; and are more restrictive than the rules set out in the Plan.

- A. This Sub-Plan is to be read as a continuation of the Plan and only applies with respect to Offers granted under the Plan to a French Participant. The purpose of this Sub-Plan is to establish certain rules and limitations applicable to Offers that may be granted or issued under the Plan to a French Participant from time to time, in compliance with applicable tax, securities and other applicable laws currently in force. For the avoidance of doubt, this Sub-Plan does not add to or modify the Plan in respect of any other category of Participants and Offer types.
- B. The Plan and this Sub-Plan are complimentary to each other and shall be deemed as one. Subject to Section A above, in any case of contradiction, whether explicit or implied, between any definitions and/or provisions of this Sub-Plan and the Plan, the provisions set out in this Sub-Plan shall prevail.
- C. Capitalised terms used in this Sub-Plan shall have the meaning given to those terms in accordance with the Plan.

1. Options

No Options are to be granted to French Participants. All references to “Options” are to be removed from the Plan.

2. Sub-Plan Share

The Company may issue Free Shares under French laws (**Sub-Plan Shares**) to French Participants.

The definition of “Offer” in the Plan shall be amended to include an offer of Sub-Plan Shares. Sub-Plan Shares shall be subject to Vesting Conditions as determined by the Company. Sub-Plan Shares shall be subject to the Plan rules as amended by this Sub-Plan.

3. Amended definition of ‘Eligible Employee’

Performance Rights cannot be granted to service providers, directors (*administrateurs*) or members of the supervisory board (*conseil de surveillance*) of the Company.

Performance Rights under this Sub-Plan may not be issued to any French Participant already owning more than ten percent (10%) of the Company's share capital, or any French Participant who would own more than ten percent (10%) of the Company's share capital as a result of the issuance, or to individuals other than French Participants.

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4. Amended clause 4

Performance Rights under this Sub-Plan may not exceed, in aggregate, more than 10% of the issuing Company's share capital.

5. Amended clause 6.7

Performance Rights granted under this Sub-Plan may not be assigned, transferred, encumbered with a Security Interest in or over them, or otherwise disposed of by a French Participant.

6. Amended clause 7

The Board may not use an employee share trust or other mechanism for the purposes of holding Sub-Plan Shares for French Participants under the Sub-Plan and delivering Sub-Plan Shares to Participants upon exercise of the Performance Rights (as the case may be).

7. Clause 14

Clause 14 of the Plan is to be deleted and removed. Performance Rights or Sub-Plan Shares can only be cancelled.

8. Amended clause 17.2:

Subject to clause 17.1, Plan Shares or any beneficial or legal interest in Plan Shares may not be transferred, encumbered or otherwise disposed of, or have a Security Interest granted over them, by a Participant unless all restrictions on the transfer, encumbrance or disposal of the Plan Shares have been met, the Board has waived any such restrictions, or prior consent of the Board is obtained which consent may impose such terms and conditions on such transfer, encumbrance or disposal as the Board sees fit.

It is specified that the Plan Shares may not be sold by a Participant during certain lock-up periods as provided by Section L. 225-197-1 of the French Commercial Code as amended:

- a. during the ten stock-exchange trading days preceding and the three stock-exchange trading days following the date on which the consolidated accounts, or failing that, the annual accounts, are published; and
- b. during the period between the date on which the company's management bodies have knowledge of information which, were it to be published, could have a significant impact on the price of the company's securities, and the subsequent date of ten stock-exchange days.

9. Added Clause 17.7: Death and Disability

(a) In the event of the death of a French Participant prior to the vesting date, as set out in the Offer Letter, the Performance Rights / Plan Shares shall vest immediately. Upon the Company's receipt within six months following the death of a French Participant of a written request from such French Participant's heirs in a form satisfactory to the Company, the Company shall transfer the shares held in the French Participant's account to the French Participant's heirs.

(b) If a French Participant's employment with the Company or any Subsidiary of the Company terminates by reason of his or her death or disability as determined in categories 2 and 3 under Section L 341-4 of the French Social Security Code, as amended, and subject to the fulfillment of related conditions, the French Participant or the French Participant's heirs, as applicable, shall not be subject to the restriction on the sale of shares set forth in Clause 17.

10. Amended Clause 18

Clause 18 of the Plan shall only apply if the vesting period, as set out in the Offer Letter, has been satisfied or has ended.

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RULES APPLICABLE TO PARTICIPANTS IN THE UK

This addendum constitutes the UK Sub-Plan ("UK Sub-Plan") to the BetMakers Technology Group Ltd Long term Incentive Plan (the "Plan") the terms of which are identical to those of the Plan except as amended by this addendum.

1. DEFINITIONS

1.1 The following definitions are deleted:

1.1.1 "Director"; and

1.1.2 "Related Bodies Corporate".

1.2 The definition of Eligible Employee is amended to delete the words "Director or" from sub-clause (a) and to delete sub-clause (b) in its entirety.

1.3 The definition of Group is amended to read:

"Group means the Company, any Subsidiary of the Company and any company that is (within the meaning given by section 1159 of the UK Companies Act 2006) the Company's holding company or a Subsidiary of the Company's holding company and "Group Company" will be interpreted accordingly."

1.4 The following new definitions are inserted:

"Subsidiary" has the meaning given in section 1159 of the UK Companies Act 2006.

"Tax Liability" means any tax or social security contributions liability in connection with an Option or a Performance Right for which the Participant is liable (or which may be recovered from the Participant) and for which any Group Company or former Group Company is obliged to account to any relevant authority.

1.5 A new clause 8.10 under the sub-heading "Taxation" is inserted:

Notwithstanding any other clause of the Plan:

8.10.1 A Participant is responsible for and shall indemnify each relevant Group Company against any Tax Liability relating to their Performance Right or Option. Any Group Company may withhold or recover an amount equal to its reasonable estimate of such Tax Liability using such means or arrangements, including the sale of some or all the Plan Shares, as it considers appropriate to ensure recovery of the Tax Liability and its payment to a relevant tax authority within any applicable time limits.

8.10.2 Participant shall enter into such tax elections (including under section 431 of the UK Income Tax (Earnings and Pensions) Act 2003) as the Board may reasonably require in respect of any Plan Shares.

RULES APPLICABLE TO PARTICIPANTS IN SWEDEN

This addendum constitutes the Swedish Sub-Plan ("Swedish Sub-Plan") to the BetMakers Technology Group Ltd Long term Incentive Plan (the "Plan") the terms of which are identical to those of the Plan except as amended by this addendum.

The following definitions are added to Section 1.1 of the plan rules:

"Consultancy" means, unless otherwise determined by the Board in its sole and absolute discretion, a relationship between the Participant and Racing Technology Ireland under the capacity as an independent contractor (Swe *enskild näringsidkare*) holding a Swedish business tax registration (Swe *registrerad för f-skatt*).

"Nominal Consideration" means the payment to a Participant of \$10;

The definition of "bad leaver" in Section 1.1 of the Plan Rules shall have the following wording:

"Bad Leaver" means, unless otherwise determined by the Board in its sole and absolute discretion, a Participant who in his/ her capacity as an independent contractor ceases to carry out consultancy services of any kind to any member of the Group in any of the following circumstances:

- (a) the Participant resigns from their consultancy;
- (b) the consultancy of the Participant is terminated due to poor performance; or
- (c) the Participant's consultancy is terminated, for any of the following reasons:
 - (i) the Participant has committed any serious or persistent breach of the provisions of any consultancy contract entered into by the Participant with any member of the Group;
 - (ii) the Participant being guilty of fraudulent or dishonest conduct in the performance of the Participant's duties, which in the reasonable opinion of the relevant member of the Group effects the Participant's suitability for further being engaged in consultancy with that member of the Group, or brings the Participant or the Group into disrepute;
 - (iii) the Participant has been convicted of any criminal offence which involves fraud or dishonesty;
 - (iv) the Participant has committed any wrongful or negligent act or omission which has caused any member of the Group substantial liability;
- (v) the Participant has become disqualified from managing corporations or has committed any act that may result in the Participant being banned from managing a corporation under any applicable securities law; or
- (vi) the Participant has committed serious or gross misconduct, wilful disobedience or any other conduct justifying termination of consultancy without notice.

Clause 6.7 shall have the following wording:

6.7 Options and/or Performance Rights granted under this Plan may not be assigned, transferred, encumbered with a Security Interest in or over them, or otherwise disposed of by a Participant, unless:

6.7.1 the prior written consent of the Board is obtained, which consent may impose such terms and conditions on such assignment, transfer, encumbrance or disposal as the Board sees fit; or

6.7.2 such assignment or transfer occurs by force of law upon the death of a Participant to the Participant's legal personal representative.

6.7.3 If consent is not obtained according to clause 6.7.1, the Company is obliged to perform a Buy-Back of the Options and/or Performance Rights at Market Value.

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Clause 12.2.3 shall have the following wording:

12.2.3 undertake a Buy-Back of all of the participants Options and/or Performance Rights at Nominal Consideration and not be liable for any damages, or other amounts to the Participant in respect of the Options, Performance Rights and/or Plan Shares.

Clause 13.2.3 shall have the following wording:

13.2.3 undertake a Buy-Back of all of the participants Options and/or Performance Rights at Nominal Consideration and not be liable for any damages, or other amounts to the Participant in respect of the Options, Performance Rights and/or Plan Shares.

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IRISH SUB-PLAN

Pursuant to the powers granted to the Board under clause 22 of the Betmakers Technology Group Limited Long Term Incentive Plan dated 26 November 2024 (as it may be amended or restated from time to time) (the “**Plan**”) the Board has adopted this Irish Long Term Incentive Sub-Plan (the “**Sub-Plan**”).

The Sub-Plan has been adopted to govern any Options or Performance Rights granted under the Plan for the benefit of Participant who are employed, engaged or carry on the duties of their employment in Ireland (an “**Irish Participant**”).

The rules set out in the Sub-Plan do not materially reduce the rights of a Participant in respect of Options or Performance Rights under the Plan.

- A. This Sub-Plan is to be read as a continuation of the Plan and only applies with respect to Options or Performance Rights granted under the Plan to an Irish Participant. The purpose of this Sub-Plan is to establish certain rules and limitations applicable to Options or Performance Rights that may be granted or issued under the Plan to an Irish Participant from time to time, in compliance with applicable Tax, securities and other applicable laws currently in force. For the avoidance of doubt, this Sub-Plan does not add to or modify the Plan in respect of any other category of Participant.
- B. The Plan and this Sub-Plan are complimentary to each other and shall be deemed as one. Subject to Section A above, in any case of contradiction, whether explicit or implied, between any definitions and/or provisions of this Sub-Plan and the Plan, the provisions set out in this Sub-Plan shall prevail.

1. DEFINITIONS AND INTERPRETATION:

1.1. The terms and expressions defined in the Plan should apply to this Sub-Plan unless specified otherwise in the Sub-Plan.

1.2. For the purposes of this Sub-Plan, the following terms and expressions will have the following meaning:

“**Applicable Law**” has the meaning in the Plan but should include the Taxes Consolidation Act, 1997 as amended from time to time.

“**Tax**” means all forms of taxation, duties, contributions, withholdings and levies and, without limiting the generality of the foregoing, includes income tax, dividend withholding tax, capital gains tax, pay related social insurance, universal social charges and any other amount due under the PAYE or PRSI systems, together with any interest, fines, penalties or surcharges;

2. Tax

2.1. No member of the Group shall be responsible for any Tax to which any Participant may become subject in connection with the Plan.

2.2. The Company or any member of the Group should be entitled to withhold any Tax in respect of a Participant from any other remuneration or payments due to a Participant from the Company or a member of the Group and/or make such arrangements as the Board in its absolute discretion considers necessary to meet any liability to Tax.

2.3. Further, the Company or any member of the Group may, at their discretion, withhold from the Plan Shares that number of Shares the fair market value of which is equal to the amount of withholding due as determined under Irish tax law.

3. Expiry Date

The Expiry Date shall not be later than 7 years from the Grant Date.

4. **Letter Of Invitation**

The Eligible Employee should be sent a letter in the form as the Board shall determine in order to participate in the Plan.

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Your vote or proxy voting instruction must be received **by 10.00 am (AEDT) on Sunday, 24 November 2024**, being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

SUBMIT YOUR VOTE OR APPOINT A PROXY

Complete the form overleaf in accordance with the instructions set out below.

YOUR NAME AND ADDRESS

The name and address shown above is as it appears on the Company's share register. If this information is incorrect, and you have an Issuer Sponsored holding, you can update your address through the investor portal: <https://investor.automic.com.au/#/home> Shareholders sponsored by a broker should advise their broker of any changes.

STEP 1 – HOW YOU WISH TO VOTE - SELECT ONE OPTION ONLY

Direct Vote - If you mark the box to select a direct vote you should indicate your direct voting instruction in Step 2 by marking either FOR, AGAINST or ABSTAIN for each item. If you do not mark a voting instruction for any or all resolutions your vote will be invalid.

Appoint a proxy - If you wish to appoint a proxy to attend the Meeting and vote on your behalf DO NOT tick the box for a direct vote. If you wish to appoint someone other than the Chair of the Meeting as your proxy, please write the name of that Individual or body corporate. A proxy need not be a Shareholder of the Company. Otherwise if you leave this box blank, the Chair of the Meeting will be appointed as your proxy by default.

DEFAULT TO THE CHAIR OF THE MEETING

Any directed proxies that are not voted on a poll at the Meeting will default to the Chair of the Meeting, who is required to vote these proxies as directed. Any undirected proxies that default to the Chair of the Meeting will be voted according to the instructions set out in this Voting Form, including where the Resolutions are connected directly or indirectly with the remuneration of Key Management Personnel.

STEP 2 - VOTES ON ITEMS OF BUSINESS

You may direct your proxy how to vote by marking one of the boxes opposite each item of business. All your shares will be voted in accordance with such a direction unless you indicate only a portion of voting rights are to be voted on any item by inserting the percentage or number of shares you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on the items of business, your proxy may vote as he or she chooses. If you mark more than one box on an item your vote on that item will be invalid.

APPOINTMENT OF SECOND PROXY

You may appoint up to two proxies. If you appoint two proxies, you should complete two separate Voting Forms and specify the percentage or number each proxy may exercise. If you do not specify a percentage or number, each proxy may exercise half the votes. You must return both Voting Forms together. If you require an additional Voting Form, contact Automic Registry Services.

SIGNING INSTRUCTIONS

Individual: Where the holding is in one name, the Shareholder must sign.

Joint holding: Where the holding is in more than one name, all Shareholders should sign.

Power of attorney: If you have not already lodged the power of attorney with the registry, please attach a certified photocopy of the power of attorney to this Voting Form when you return it.

Companies: To be signed in accordance with your Constitution. Please sign in the appropriate box which indicates the office held by you.

Email Address: Please provide your email address in the space provided.

By providing your email address, you elect to receive all communications despatched by the Company electronically (where legally permissible) such as a Notice of Meeting, Voting Form and Annual Report via email.

CORPORATE REPRESENTATIVES

If a representative of the corporation is to attend the Meeting the appropriate 'Appointment of Corporate Representative' should be produced prior to admission. A form may be obtained from the Company's share registry online at <https://automicgroup.com.au>.

Lodging your Voting Form:

Online

Use your computer or smartphone to vote online or appoint a proxy at <https://investor.automic.com.au/#/loginsah> or scan the QR code below using your smartphone

Login & Click on 'Meetings'. Use the Holder Number as shown at the top of this Proxy Voting Form.



BY MAIL:

Automic
GPO Box 5193
Sydney NSW 2001

IN PERSON:

Automic
Level 5, 126 Phillip Street
Sydney NSW 2000

BY EMAIL:

meetings@automicgroup.com.au

BY FACSIMILE:

+61 2 8583 3040

All enquiries to Automic:

WEBSITE:

<https://automicgroup.com.au>

PHONE:

1300 288 664 (Within Australia)
+61 2 9698 5414 (Overseas)

