BETMAKERS TECHNOLOGY GROUP LTD
ACN: 164 521 395
Phone: 1300 208 849
Fax: (02) 8330 6357
22 Lambton Road
Broadmeadow
NSW 2292

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MATT TRIPP LEADS $75M STRATEGIC PLACEMENT INTO BETMAKERS

HIGHLIGHTS:

- **Matt Tripp signs exclusive partnership with BetMakers**
- **Acceleration of BetMakers' global B2B wagering strategy**
- **Top institutional funds continue their support for BetMakers**
- **$25 million investment by Matt Tripp**
- **CEO Todd Buckingham signs new 3-year commitment to drive next phase of growth**

The Board of BetMakers Technology Group Ltd (ASX:BET) ("**BetMakers**" or the "**Company**") is delighted to announce that it has entered into an agreement which will see online wagering industry leader Matt Tripp partner exclusively with BetMakers to accelerate growth of its B2B wagering strategy.

Separately, Mr Tripp has also agreed to subscribe for $25 million of new BetMakers shares.

BetMakers is currently engaged with a number of parties in relation to opportunities which leverage BetMakers' scalable technology and data platform and looks forward to Mr Tripp's assistance with these exciting initiatives. In addition to reviewing potential opportunities for BetMakers to provide B2B services in the Australian wagering market, the Company is also looking at opportunities in the U.S., with a particular focus on those which can leverage BetMakers' anticipated acquisition of the tote and digital business from Sportech PLC.

BetMakers will continue to focus on transactions which are accretive to BetMakers' shareholders.

STRATEGIC PLACEMENT TO MATT TRIPP

Subject to obtaining shareholder approval at an upcoming extraordinary general meeting under ASX Listing Rule 7.1, Mr Tripp will invest $25 million at an issue price of $0.70 per share which represents a 1.6% discount to the 15 day VWAP, resulting in the issue of approximately 35.7 million shares ("**Tripp Placement**").

The Company has also received firm commitments of $50.0m cornerstoned by several existing, supportive institutions ("**Institutional Placement**"). The Institutional Placement will be undertaken pursuant to the Company's existing placement capacity and at the same price as the proposed placement to Mr Tripp. The Institutional Placement is expected to settle on 23 February 2021, with shares expected to trade on ASX on 24 February 2021.

All funds raised will be used to accelerate growth, specifically in pursuing and executing strategic opportunities. Following completion of the capital raising and the transaction with Sportech, the Company will have approximately $110m in cash on hand.

Canaccord Genuity acted as Financial Advisor, Lead Manager and Bookrunner to the transaction.

PARTNERSHIP WITH MATT TRIPP

Separately, Mr Tripp has been contracted as a strategic advisor to the Company where he will pursue deals defined as a "strategic deal" and a "transformational deal" for BetMakers, including opportunities in Australia and internationally ("**Strategic Advisory Agreement**"), and as set out below. In respect of opportunities for B2B wagering service providers, Mr Tripp has agreed to provide his services exclusively to BetMakers.

The execution of any opportunities introduced by Mr Tripp will be at the absolute discretion of the BetMakers' Board, with a focus on accretion to shareholders. For the avoidance of doubt, this will be considered on a per share basis, including for any dilution from the issuance of performance rights.

In consideration for Mr Tripp's services in delivering either or both types of deals, subject to shareholder approval under ASX Listing Rule 7.1, the Company has agreed to issue the following securities (together, the **Advisor Equity**):

1. For delivery of a "strategic deal", which is considered to be a binding transaction entered into by the Company as a result of Mr Tripp's introduction or with Mr Tripp's reasonable assistance and will increase the Company's Revenues by more than 10% on a pro forma basis, Mr Tripp will be issued 35 million unquoted performance rights.

   The Company and Mr Tripp are already in discussions regarding several strategic deals. If more than one of these transactions were to be executed, Mr Tripp would only be issued the single tranche of performance rights.

2. For delivery of a "transformational deal", which is considered to be a binding transaction entered into by or in relation to the Company as a result of Mr Tripp's introduction or with Mr Tripp's reasonable assistance and such transaction increases both of the Company's Revenue and EBITDA by more than 100% on a pro forma basis, Mr Tripp will be issued 32 million unquoted performance rights and 32 million unquoted options at $0.70 per option.

A notice of meeting with respect to the proposed extraordinary general meeting will be sent to shareholders shortly and will contain further details regarding Mr Tripp's appointment.

Each of the Directors confirms it is their intention to vote in favour of all relevant resolutions with respect to the appointment of Mr Tripp.

Further details regarding the agreement with Mr Tripp and the Advisor Equity are in Annexure A.

BetMakers Chief Executive Officer Todd Buckingham said:

> *"We are thrilled to have secured Matt Tripp's backing, both in the form a significant investment in the Company and also as a key advisor on strategic and transformational deals that he will now pursue. Matt has a proven track record over a brilliant career in the online wagering industry and his support for BetMakers is a great vote of confidence in our Company."*

Matt Tripp said:

> *"BetMakers has cemented itself with a compelling proposition in the global racing wagering market. They have built a formidable team with a highly trusted brand and established a global footprint with a large customer base. I am delighted to invest into the Company and take on a role to assist in growing the business at scale globally. I see clear opportunities to support that growth through inorganic and organic deals both in Australia and internationally."*

The issue of the Tripp Placement shares and the Advisor Equity will be subject to shareholders approving the respective issue of securities and each issue of securities will not proceed unless the relevant issue of securities is approved by shareholders. A notice of general meeting will be released to the market and provided to shareholders in due course.

An Appendix 3B in respect of the proposed issues of Shares and Advisor Equity will be lodged separately today.

BETMAKERS CEO TODD BUCKINGHAM SIGNS NEW 3-YEAR COMMITMENT

The Board is pleased to announce that it has entered into a new agreement with BetMakers CEO Todd Buckingham. Under the terms of the agreement Mr Buckingham will remain the CEO of BetMakers until 30 June 2024.

The key terms of Mr Buckingham's appointment are set out in Annexure B.

BetMakers Chairman Nick Chan said:

> *"Todd has delivered outstanding growth and opportunity for the Company through his leadership and vision and the Board is delighted to have secured his commitment under agreeable terms going forward."*

BetMakers CEO Mr Buckingham said:

> *"Through the support of the Board and the world-class team we have at BetMakers I am pleased to be in a position where the next exciting phase of growth can be delivered for the Company and its shareholders."*

All relevant shareholder approvals with respect to Mr Buckingham's new agreement will be included in the notice of meeting to be sent to shareholders with respect to Mr Tripp's appointment.

For further information please contact

Charly Duffy	Jane Morgan
Company Secretary companysecretary@thebetmakers.com	Investor and Media Relations investors@thebetmakers.com
+ 61 (0) 409 083 780	+ 61 (0) 405 555 618

Todd Buckingham, Managing Director of BetMakers, authorised the release of this announcement to ASX.

Disclaimer

This announcement contains “forward-looking statements.” These can be identified by words such as “may”, “should”, “anticipate”, “believe”, “intend”, “estimate”, and “expect”. Statements which are not based on historic or current facts may by forward-looking statements. Forward-looking statements are based on:

- assumptions regarding the Company’s financial position, business strategies, plans and objectives of management for future operations and development and the environment in which the Company will operate; and
- current views, expectations and beliefs as at the date they are expressed and which are subject to various risks and uncertainties.

Actual results, performance or achievements of the Company could be materially different from those expressed in, or implied by, these forward-looking statements. The forward-looking statements contained within the presentations are not guarantees or assurances of future performance and involve known and unknown risks, uncertainties and other factors, many of which are beyond the control of the Company, which may cause the actual results, performance or achievements of the Company to differ materially from those expressed or implied by forward-looking statements. For example, the factors that are likely to affect the results of the Company include general economic conditions in Australia and globally; exchange rates; competition in the markets in which the Company does and will operate; weather and climate conditions; and the inherent regulatory risks in the businesses of the Company. The forward-looking statements contained in this announcement should not be taken as implying that the assumptions on which the projections have been prepared are correct or exhaustive. The Company disclaims any responsibility for the accuracy or completeness of any forward-looking statement. The Company disclaims any responsibility to update or revise any forward-looking statements to reflect any change in the Company’s financial condition, status or affairs or any change in the events, conditions or circumstances on which a statement is based, except as required by law. The projections or forecasts included in this presentation have not been audited, examined or otherwise reviewed by the independent auditors of the Company.

You must not place undue reliance on these forward-looking statements.

ANNEXURE A

The material terms of the contractor agreement between the Company and Tripp Investments Pty Ltd as trustee for the Tripp Investment Trust (**Tripp**) are set out below:

- Tripp will procure that Mr Tripp will provide introductions and recommendations to third parties to assist in the Company's growth (**Services**).
- In consideration for the provision of the Services, the Company has agreed to issue to Tripp the following Advisor Equity, subject to obtaining all necessary shareholder and regulatory approvals and the entry into a voluntary escrow agreement in relation to the Advisor Equity:
  - 35 million unquoted Class A Performance Rights on the following key terms:
    - the Class A Performance Rights will vest upon the Company completing a Strategic Deal by 1 February 2023 (or such longer period where binding agreements are executed prior to 1 February 2023), provided that the contractor agreement is not terminated as at that date;
    - a 'Strategic Deal' is considered to be a binding transaction entered into by the Company as a result of Mr Tripp's introduction or with Mr Tripp's reasonable assistance and which would increase the Company's Revenues[1] by more than 10% (compared with such metrics as at immediately prior to completion of the Strategic Deal and the business case for the transaction presented to the Board);
    - upon an independent, qualified expert confirming that the vesting criteria was satisfied, each Class A Performance Right is convertible into one Share for nil consideration or the Company may, in its sole discretion, elect to pay Tripp an amount in cash equal to the Market Value[2] of the shares underlying the Class A Performance Rights and cancel the Class A Performance Rights;
    - the Class A Performance Rights will expire 12 months after the end of the vesting period; and
    - 33% of the Class A Performance Rights will automatically vest in the event that more than 90% of shareholders accept a takeover bid made for all shares in the Company and that takeover bid becomes unconditional;
    - 50% of the Class A Performance Rights (and any shares issued on exercise of those Class A Performance Rights) will be subject to voluntary escrow for 3 years after they are exercised;
  - 32 million unquoted Class B Performance Rights on the following key terms:
    - the Class B Performance Rights will vest upon the Company completing a Transformational Deal by 1 February 2023 (or such longer period where binding agreements are executed prior to 1 February 2023), provided that the contractor agreement is not terminated as at that date;

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[1] Revenue means consolidated, unaudited revenue of the Company including, where the Sportech Acquisition has not been terminated and completion of the Sportech Acquisition remains subject to the satisfaction of conditions precedent, the pro forma revenue of the Sportech Assets, and excluding one-off or extraordinary revenue items, revenue received from government grants, allowances, rebates or other hand-outs and revenue manufactured to satisfy the Vesting Criteria.

[2] Market Value means the volume weighted average price of shares in the Company over the 5 days on which trades in the Company's shares occurred on the ASX immediately preceding the date of the exercise notice.

- ▪ a 'Transformational Deal' is considered to be a binding transaction entered into by or in relation to the Company as a result of Mr Tripp's introduction or with Mr Tripp's reasonable assistance and such transaction increases both of the Company's Revenue and EBITDA[3] (as compared with such metrics immediately prior to completion of the Transformational Deal) by more than 100% on a pro forma basis. A Transformational Deal may include a takeover of the Company subject to the Takeover meeting the financial metrics otherwise applicable to a Transformational Deal;
- ▪ upon an independent, qualified expert confirming that the vesting criteria was satisfied, each Class B Performance Right is convertible into one Share for nil consideration or the Company may, in its sole discretion, elect to pay Tripp an amount in cash equal to the market value of the shares underlying the Class B Performance Rights and cancel the Class B Performance Rights;
- ▪ the Class B Performance Rights will expire 12 months after the end of the vesting period; and
- ▪ 65% of the Class B Performance Rights (and any shares issued on exercise of those Class B Performance Rights) will be subject to voluntary escrow for 3 years after they are exercised;

- o 32 million unquoted Options on the following key terms:
  - ▪ the Options will vest upon the Company completing a Transformational Deal by 1 February 2023 (or such longer period where binding agreements are executed prior to 1 February 2023), provided that the contractor agreement is not terminated as at that date;
  - ▪ upon an independent, qualified expert confirming that the vesting criteria was satisfied, each Option is convertible into one Share for $0.70 per Option or the Company may, in its sole discretion, elect to pay Tripp an amount in cash equal to the market value of the shares underlying the Options (less the aggregate exercise price) and cancel the Options; and
  - ▪ if the Company conducts a capital raising in connection with the Transformational Deal, the Options must be exercised on completion of the Transformational Deal subject to the Market Value being at least 50% greater than the exercise price. Otherwise, the Options will expire 12 months after the end of the vesting period;
  - ▪ 65% of the Options (and any shares issued on exercise of those Options) will be subject to voluntary escrow for 3 years after they are exercised.

- Tripp must not request to exercise or convert any Performance Rights or Options, and the Company must not issue Shares upon the exercise of Performance Rights or Options, if such issue of Shares would result in any person and their associates having a relevant interest (as this term is defined in the Corporations Act) in more than 19.99% of the total issued share capital in the Company.
- The Company will seek ASX approval of the terms of the Performance Rights shortly. If the ASX requires the terms of the Class A Performance Rights, Class B Performance Rights or the Options to

[3] EBITDA means consolidated, unaudited earnings before interest, taxes, depreciation and amortisation of the Company including, where the Sportech Acquisition has not been terminated and completion of the Sportech Acquisition remains subject to the satisfaction of conditions precedent, the pro forma EBITDA of the Sportech Assets, and excluding one-off or extraordinary revenue or expense items, revenue received from government grants, allowances, rebates or other hand-outs and revenue or profits manufactured to satisfy the Vesting Criteria.

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be amended the parties agree that the relevant terms are to be amended to reflect the requirements of the ASX.

- Neither Tripp nor Mr Tripp will not receive any additional cash consideration for the Services.
- The agreement may be terminated without cause by Tripp on 20 business days' notice or immediately by the Company if Tripp breaches the agreement and fails to remedy the breach within 20 Business Days, commits an act of bankruptcy or is of unsound mind and is unable to perform the Services.

ANNEXURE B

The material terms of the executive services agreement between the Company and Todd Buckingham are set out below:

Key terms	**Details**
Commencement Date:	16 February 2021
Term:	From the Commencement Date to 30 June 2024.
Total Fixed Remuneration (**TFR**):	$350,000 per annum (including statutory and voluntary superannuation).
Short Term Incentives:	Up to 150% of TFR per financial year (payable in cash or by issue of equity instruments (subject to all necessary regulatory approvals and shareholder approvals), in the Company's sole discretion), subject to the achievement of certain key performance indicators as agreed between the parties.
Long Term Incentives:	Mr Buckingham will be issued, for nil consideration 25 million performance rights convertible into Shares on a 1:1 basis (**Performance Rights**) (subject to all necessary regulatory approvals and shareholder approval under ASX Listing Rule 10.14) under the Company's long term incentive plan (**LTIP**) as set out below:
Tranche 1 Performance Rights:	5 million Tranche 1 Performance Rights under the LTIP on the following key terms: • the Tranche 1 Performance Rights will vest upon the Company achieving either: ○ for the financial year ending 30 June 2022, gross annual Revenue[4] per Share on issue as at 30 June 2022 of at least AUD$0.0997 per Share; or ○ a volume weighted average price of the Company's Shares traded on ASX over 30 days on which trades in Shares occurred (**30-day VWAP**) of at least AUD$1.05 by no later than 30 June 2022, and Mr Buckingham is still being employed by the Company as at the vesting date (and no notice of termination being given under this Agreement); and • the Tranche 1 Performance Rights will expire on the date that is 12 months after the date the Tranche 1 Performance Rights vest.
Tranche 2 Performance Rights:	5 million Tranche 2 Performance Rights under the LTIP on the following key terms: • the Tranche 2 Performance Rights will vest upon the Company achieving either: ○ for the financial year ending 30 June 2023, gross annual Revenue per Share on issue as at 30 June 2023 of at least AUD$0.1282 per Share; or ○ a 30-day VWAP of at least AUD$1.40 by no later than 30 June 2023, and Mr Buckingham is still being employed by the Company as at the vesting date (and no notice of termination being given under this Agreement); and

[4] **Revenue** means consolidated audited revenue of the Company excluding one-off or extraordinary revenue items, revenue received from government grants, allowances, rebates or other hand-outs and revenue manufactured to satisfy the vesting criteria.

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	• the Tranche 2 Performance Rights will expire on the date that is 12 months after the date the Tranche 2 Performance Rights vest.
Tranche 3 Performance Rights:	5 million Tranche 3 Performance Rights under the LTIP on the following key terms: • the Tranche 3 Performance Rights will vest upon the Company achieving either: o for the financial year ending 30 June 2024, gross annual Revenue per Share on issue as at 30 June 2024 of at least AUD$0.1709 per Share; or o a 30-day VWAP of at least AUD$1.75 by no later than 30 June 2024, and Mr Buckingham is still being employed by the Company as at the vesting date (and no notice of termination being given under this Agreement); and • the Tranche 3 Performance Rights will expire on the date that is 12 months after the date the Tranche 3 Performance Rights vest.
Tranche 4 Performance Rights:	5 million Tranche 4 Performance Rights under the LTIP on the following key terms: • the Tranche 4 Performance Rights will vest upon the Company achieving either: ▪ for the financial year ending 30 June 2024, gross annual Revenue per Share on issue as at 30 June 2024 of at least AUD$0.1994 per Share; or ▪ a 30-day VWAP of at least AUD$2.10 by no later than 30 June 2024, and Mr Buckingham is still being employed by the Company as at the vesting date (and no notice of termination being given under this Agreement); and • the Tranche 4 Performance Rights will expire on the date that is 12 months after the date the Tranche 4 Performance Rights vest.
Tranche 5 Performance Rights:	5 million Tranche 5 Performance Rights under the LTIP on the following key terms: • the Tranche 5 Performance Rights will vest subject to Mr Buckingham still being employed by the Company as at 30 June 2024 (and no notice of termination being given under this Agreement); and • the Tranche 5 Performance Rights will expire on the date that is 12 months after the date the Tranche 5 Performance Rights vest.
Termination and Notice Period:	The agreement will expire on expiry of the Term. During the Term, Mr Buckingham will be immediately terminated where he is removed as a Director of the Company, if he engages in serious misconduct, commits a serious breach of the agreement, dealt with by a court for a criminal offence, refuses or neglects to comply with lawful and reasonable instructions of the Company, becomes bankrupt, or provides information about his experience which is materially misleading. Mr Buckingham must not terminate the agreement before the end of the Term. He may only terminate the agreement by giving at least 6 months' notice on or after 1 January 2024.
Restraint:	From the Commencement Date and for a period of up to 12 months following termination of the agreement, and in a maximum restraint area of the world, Mr Buckingham must not, whether directly or indirectly, (without approval of the Board):

	• supply goods or services of the description of those supplied by the Company; • be interested in any business competitive with the Company's business; • solicit any customer of the Company to cease doing business with the Company; or • induce any executive of the Company to terminate their employment with the Company.