

**Form 604**  
Corporations Act 2001  
Section 671B

**Notice of change of interests of substantial holder**

To Company Name/Scheme MYOB Group Limited

ACN/ARSN ACN 153 084 958

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

Name Bain Capital Abacus Holdings, L.P.  
Bain Capital Fund X, L.P.

ACN/ARSN (if applicable) N/A

There was a change in the interests of the substantial holder on 12/10/2018  
The previous notice was given to the company on 13/12/2017  
The previous notice was dated 13/12/2017

**2. Previous and present voting power**

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

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary shares	146,989,538	24.3%	35,994,032	6.09%

**3. Changes in relevant interests**

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

Date of change	Person whose relevant interest	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
12/10/2018	Bain Capital Abacus Holdings, L.P.	Bain Capital Abacus Holdings, L.P.'s relevant interest reduced on this date because of the sale of Ordinary shares in accordance with a Share Purchase Agreement dated 6/10/2018, a copy of which is annexed as Annexure A. This reduced Bain Capital Abacus Holdings, L.P.'s relevant interest under section 608(1)(a) of the Corporations Act.	\$3.15 per Ordinary share	103,935,106 Ordinary shares	103,935,106
12/10/2018	Bain Capital Fund X, L.P.	Bain Capital Fund X, L.P.'s relevant interest under section 608(3) of the Corporations Act reduced on this date, per the above.	\$3.15 per Ordinary share	103,935,106 Ordinary shares	103,935,106

**4. Present relevant interests**

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Bain Capital Abacus Holdings, L.P.	Bain Capital Abacus Holdings, L.P.	Bain Capital Abacus Holdings, L.P.	Relevant interest under section 608(1)(a) of the Corporations Act.	35,994,032 ordinary shares	35,994,032
Bain Capital Fund X, L.P.	Bain Capital Abacus Holdings, L.P.	Bain Capital Abacus Holdings, L.P.	Relevant interest under section 608(3) of the Corporations Act.	35,994,032 ordinary shares	35,994,032

**5. Changes in association**

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

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

**6. Addressee**

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

Name	Address
Bain Capital Abacus Holdings, L.P.	c/o Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands
Bain Capital Fund X, L.P.	c/o Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands

**Signature**

print name David M. Hutchins capacity Authorized Signatory

sign here  date 12/10/2018

#### DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
  - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included on any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

## **Annexure A - Share Purchase Agreement dated 6 October 2018**

This is **Annexure A** of 5 pages (including this page) referred to in Form 604 - Notice of change of interests of substantial holder

COMMERCIAL-IN CONFIDENCE

Date 6 October 2018

## Parties

Bain Capital Abacus Holdings, L.P (Vendor).

ETA Asia Holdings II Pte. Ltd (Buyer).

## Operating provisions

The Vendor agrees to dispose of 103,935,106 fully paid ordinary shares it holds in MYOB Group Limited ACN 153 094 958 (Company) to the Buyer (Sale Shares), and the Buyer agrees to purchase the Sale Shares, at A\$3.15 per Sale Share, in accordance with the terms of this document.

The Vendor, by executing and providing a copy of this document and an executed and duly completed copy of the Link Market Services share transfer form substantially in the form attached as **Annexure A (Share Transfer Form)**, and together with this document, the **Transaction Documents** to the Buyer, offers to transfer all of the Sale Shares to the Buyer free and clear of any encumbrances or third party interests or rights (other than any provided for in the constitution of the Company), subject to the terms of this document (**Offer**).

The Buyer, by executing the Transaction Documents or counterparts of the Transaction Documents and sending a scanned image of the Buyer's completed signature blocks as an attachment to an email to the following email address ([kmilanette@baincapital.com](mailto:kmilanette@baincapital.com)), accepts the Offer. The Buyer must immediately forward a copy of that email (including its attachment) to the Vendor's solicitors at the following email address ([nananda@claytonutz.com](mailto:nananda@claytonutz.com)).

The aggregate purchase price payable by the Buyer to the Vendor on settlement of the sale and purchase of the Sale Shares under this document (**Settlement**) will be payable in US dollars at an exchange rate of A\$1 = US\$0.7078 Settlement will occur on the date that is 5 business days after the date of acceptance of the Offer by the Buyer (or such other date as the parties may agree) (**Settlement Date**).

The parties agree that the agreement constituted by this document, and the agreement to transfer the Sale Shares in accordance with the terms of this document, is formed when and in the place where the Vendor receives communication of the Buyer's acceptance of the Offer in accordance with the terms of this document. This document binds the Buyer and the Vendor immediately upon the Vendor receiving notice of the Buyer's acceptance of the Offer in accordance with this document. Immediately upon the Vendor receiving such notice, (i) the Vendor will be bound to transfer all of the Sale Shares to the Buyer free and clear of any encumbrances or third party interests or rights (other than any provided for in the constitution of the Company); and (ii) the Buyer will be bound to pay the aggregate purchase price for the Sale Shares, in each case on the Settlement Date and in accordance with the terms of this document.

The Vendor and the Buyer each warrant to each other that they have the power, capacity and authority to enter into and complete the transactions contemplated by this document in accordance with all applicable laws (including under the Foreign Acquisitions and Takeovers Act 1975 (Cth)) without the need to take any further actions or seek approvals. The Buyer warrants to the Vendor that it has, or will have as at the Settlement Date, the financial resources required to complete the acquisition of the Sale Shares in accordance with the terms of this document. The Vendor warrants to the Buyer that (i) it legally and beneficially owns all of the Sale Shares free and clear of any encumbrances or third party interests or rights (other than any provided for in the constitution of the Company); (ii) at Settlement, the Buyer will transfer full legal and beneficial title to all of the Sale Shares free and clear of any encumbrances or third party interests or rights (other than any provided for in the constitution of the Company), subject only to

registration of the Buyer as the holder of the Sale Shares in the Company's register of members; and (iii) the Sale Shares are fully paid and no money is owing or outstanding in relation to any of them.

The Vendor agrees to provide any assistance the Buyer might reasonably require to procure the registration of the Sale Shares in the name of the Buyer (but without an obligation to incur any additional expense).

Notwithstanding any other term of this document, the parties agree that the Vendor is entitled to the dividend payable on the Sale Shares, announced by the Company on 24 August 2018 and to be paid on 18 October 2018.

For the avoidance of doubt, there is no agreement, arrangement or understanding between the parties in relation to any Share held by the Vendor or any of its affiliates that is not a Sale Share (**Excluded Share**) (whether with respect to the voting or disposal of any Excluded Share, or otherwise). Without limiting the foregoing, nothing in this document (i) gives the Buyer any right or interest of whatsoever nature in any Excluded Share; or (ii) in any way, or to any extent, restricts the ability of the Vendor or any of its affiliates to deal in, dispose of or exercise rights attaching to any Excluded Share.

Each party agrees that it will keep confidential all discussions between the parties and/or their respective officers, employees, representatives or advisers in relation to this document and the transactions contemplated hereby, and will not disclose any details in relation to any such discussions to any person other than (i) with the prior written consent of the other party; (ii) to its affiliates or its or its affiliates' respective officers, employees, agents, consultants, representatives, general or limited partners, co-investors, financiers or advisers (provided that the disclosing party must procure that any such person to whom disclosure is made keeps the relevant information confidential in accordance with this paragraph); or (iii) where disclosure is required by law, regulation or legal process, or requested by a governmental agency or regulatory body (provided that, where disclosure is so required or requested, the disclosing party must, to the extent legally permissible, use all reasonable efforts to consult with the other party before any disclosure is made).

The parties acknowledge and agree that (i) a copy of this document will be attached to a substantial holding notice to be lodged with the Company and the Australian Securities Exchange (**ASX**) by or on behalf of the Buyer and certain of its affiliates within 2 business days following the date of this document; and (ii) a substantial holding notice will be lodged with the Company and the ASX by or on behalf of the Vendor and certain of its affiliates within 2 business days following the Settlement Date.

Only the parties to this document shall have any obligation or liability under this document. Notwithstanding anything that may be expressed or implied in this document, no recourse shall be had against, and no liability whatsoever shall attach to, be imposed on or otherwise be incurred by, any of the following persons for any obligation of any party under this document or for any claim based on, in respect of or by reason of any such obligation: (i) any current or future affiliate of a party or any portfolio company of such an affiliate; (ii) any current or future direct or indirect director, officer, shareholder, member, general or limited partner, controlling person or other beneficial owner of a party or any affiliate or portfolio company referred to in sub-paragraph (i); or (iii) any of the respective representatives, successors or assigns of any person referred to in sub-paragraph (i) or (ii).


This document is governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales, and waives any right to claim that those courts are an inconvenient forum.

This document may be executed in any number of counterparts, each of which, when executed, is an original. Those counterparts together make one instrument.

Accepted and agreed to as of the date of this agreement:

Bain Capital Abacus Holdings, L.P.

By: Bain Capital Investors, LLC,  
its general partner

By: 

Name: David M. Hutchins  
Title: Authorized Person

By: 

Name: Dzevad Prija  
Title: Witness

ETA Asia Holdings II Pte. Ltd

By: \_\_\_\_\_  
Name:  
Title: Director

**Accepted and agreed to as of the date of this agreement:**

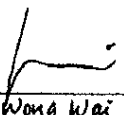
Bain Capital Abacus Holdings, L.P.

By: Bain Capital Investors, LLC,  
its general partner

By: \_\_\_\_\_  
Name:  
Title: Authorized Person

By: \_\_\_\_\_  
Name:  
Title: Witness

ETA Asia Holdings II Pte. Ltd

By:   
Name: *Wong Wai Kin*  
Title: Director