

21 August 2025

The Manager  
Australian Securities Exchange  
Level 40, Central Park  
152-158 St Georges Terrace  
Perth WA 6000  
Attention: Jakub Korneluk

**By email:** [ListingsCompliancePerth@asx.com.au](mailto:ListingsCompliancePerth@asx.com.au)

Dear Jakub

### **ASX Aware Letter**

ActivePort Group Ltd ('ATV') (**the Company** or **ATV**) refers to ASX's letter dated 18 August 2025. As requested, please find below the Company's responses to each of the questions and requests for information.

Capitalised terms used in these responses have the same meaning as given in ASX's letter.

1. Does ATV consider the following information, or any part thereof, to be information that a reasonable person would expect to have a material effect on the price or value of its securities?

- a) ATV terminated the Loan Facility by mutual consent.

**Yes.**

- b) the Term Sheet, due for completion on 28 February 2025 and then later extended to 30 June 2025, has lapsed and the parties have not agreed to a further extension.

**No.**

2. If the answer to any part of question 1 is "no", please advise the basis for that view.

- a) ATV terminated the Loan Facility by mutual consent; and

**N/A**

- b) the Term Sheet, due for completion on 28 February 2025 and then later extended to 30 June 2025, has lapsed and the parties have not agreed to a further extension.

**The market was fully informed that if the Term Sheet was not extended prior to 30 June 2025, then it would lapse. Accordingly, when ATV did not announce that the Term Sheet had been extended, the market was aware that it had therefore lapsed. On that basis the Company does not consider that it was required to make an announcement to that effect.**

**ATV notes that the license distribution contract for the Middle East with Radian Arc announced 31st January 2024, remains on foot, with Radian Arc continuing to make payments to ATV under this agreement.**

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3. When did ATV first become aware of the information referred to in question 1 above?

a) ATV terminated the Loan Facility by mutual consent.

**On 31 July 2025 when the Loan Facility was terminated by mutual consent.**

b) the Term Sheet, due for completion on 28 February 2025 and then later extended to 30 June 2025, has lapsed and the parties have not agreed to a further extension.

**On 30 June 2025 when the Term Sheet lapsed.**

4. If ATV first became aware of the information referred to in question 1 before the date of the Announcement, did ATV make any announcement prior to that date which disclosed the information? If not, please explain why the information was not released to the market at an earlier time, commenting specifically on when you believe ATV was obliged to release the information under Listing Rules 3.1 and 3.1A and what steps ATV took to ensure that the information was released promptly and without delay.

a) ATV terminated the Loan Facility by mutual consent.

**The Loan Facility was terminated on 31 July 2025 with this being announced in ATV's Quarterly Activities Report for the quarter ending 30 June 2025 which was released the same day.**

b) the Term Sheet, due for completion on 28 February 2025 and then later extended to 30 June 2025, has lapsed and the parties have not agreed to a further extension.

**No specific announcement was made to the market of the Term Sheet having lapsed as the market was fully informed that if not extended prior to 30 June 2025, then the Term Sheet would lapse. Accordingly, when ATV did not announce that the Term Sheet had been extended the market was aware that it had therefor lapsed.**

5. What date did the Term Sheet lapse?

**30 June 2025**

6. Please confirm that ATV is in compliance with the Listing Rules and, in particular, Listing Rule 3.1.

**Yes**

7. Please confirm that ATV's responses to the questions above have been authorised and approved in accordance with its published continuous disclosure policy or otherwise by its board or an officer of ATV with delegated authority from the board to respond to ASX on disclosure matters.

**Confirmed – this response is authorised for release to ASX by the Executive Chairperson, on behalf of the Board.**

Yours sincerely

Jack Toby  
Company Secretary



18 August 2025

Mr Jack Toby  
ActivePort Group Ltd  
Level 28, 140 St Georges Terrace  
PERTH WA 6000

By email

Dear Mr Toby

**ActivePort Group Ltd ('ATV'): ASX Aware Letter**

ASX refers to the following:

- A. ATV's announcement titled "*ATV Radian Arc License Agreement*" released on the ASX Market Announcements Platform ('MAP') at 8:22 AM AEDT on 14 November 2024 and marked 'price sensitive' disclosing, among other things, the following:
- (a) ATV and Radian Arc Limited ('Radian Arc') have entered into a binding term sheet for a licence and offset agreement ('Term Sheet') whereby:
    - (i) Radian Arc will acquire a perpetual licence for certain cloud gaming software for a one-time, royalty free, up-front licence fee of \$4,000,000; and
    - (ii) other agreements between ATV and Radian Arc are to be offset and the balance settled as part of the Term Sheet.
  - (b) the other agreements include a licence distribution contract for the Middle East (\$3.4M contract value due to ATV announced 31 January 2024) and loan facility (up to \$3.9M with \$1.5M currently drawn due to Radian Arc announced 30 April 2024) ('Loan Facility'). The amount of the outstanding balance of the Loan Facility and all accrued and unpaid interest under the Loan Facility term sheet as at the completion date will be deducted from the License Distribution Contract and any variations to that contract agreed between the parties with the net funds payable in cash to ATV by 28 February 2025, subject to various conditions precedent typical for an agreement of this type.
  - (c) ATV and Radian Arc intend that the terms of the licence agreement will be formalised in an agreement to be negotiated in good faith.
- B. ATV's Appendix 4D and Half Year Report for the period ending 31 December 2024 released on MAP at 8:05 AM AEDT on 26 February 2025 disclosing, among other things, the following:
- (a) the negotiations continued for a new agreement to license ATV's GPU orchestration product to Radian Arc for a cash payment of \$4M; and
  - (b) this transaction is expected to be completed by 30 June 2025, when conditions precedent have been met.
- C. ATV's announcement titled "*ATV Payment date extension for Radian Arc License Agreement*" released on MAP at 6:47 PM AEDT on 7 March 2025 and marked 'price sensitive' disclosing, among other things, that ATV and Radian Arc have signed an agreement to extend the date for the payment of the net funds payable in cash to ATV by 28 February 2025 to 30 June 2025.
- D. ATV's Quarterly Activities Report for the quarter ending 30 June 2025 released on MAP at 11:26 AM AEST on 31 July 2025 disclosing, among other things, the following:
- 1.1 ATV terminated the Loan Facility by mutual consent; and

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- 1.2 the Term Sheet, due for completion on 28 February 2025 and then later extended to 30 June 2025, has lapsed and the parties have not agreed to a further extension.
- E. Listing Rule 3.1, which requires a listed entity to immediately give ASX any information concerning it that a reasonable person would expect to have a material effect on the price or value of the entity's securities.
- F. The definition of "aware" in Chapter 19 of the Listing Rules, which states that:
- "an entity becomes aware of information if, and as soon as, an officer of the entity (or, in the case of a trust, an officer of the responsible entity) has, or ought reasonably to have, come into possession of the information in the course of the performance of their duties as an officer of that entity."*
- G. Section 4.4 in *Guidance Note 8 Continuous Disclosure: Listing Rules 3.1 – 3.1B* titled "When does an entity become aware of information?"
- H. Listing Rule 3.1A, which sets out exceptions from the requirement to make immediate disclosure as follows.
- "3.1A Listing rule 3.1 does not apply to particular information while each of the following is satisfied in relation to the information:*
- 3.1A.1 One or more of the following 5 situations applies:*
- It would be a breach of a law to disclose the information;*
  - The information concerns an incomplete proposal or negotiation;*
  - The information comprises matters of supposition or is insufficiently definite to warrant disclosure;*
  - The information is generated for the internal management purposes of the entity; or*
  - The information is a trade secret; and*
- 3.1A.2 The information is confidential and ASX has not formed the view that the information has ceased to be confidential; and*
- 3.1A.3 A reasonable person would not expect the information to be disclosed."*
- I. The concept of "confidentiality" detailed in section 5.8 of *Guidance Note 8 Continuous Disclosure: Listing Rules 3.1 – 3.1B*. In particular, the Guidance Note states that:
- "Whether information has the quality of being confidential is a question of fact, not one of the intention or desire of the entity. Accordingly, even though an entity may consider information to be confidential and its disclosure to be a breach of confidence, if it is in fact disclosed by those who know it, then it is no longer a secret and it ceases to be confidential information for the purposes of this rule."*

### **Request for information**

Having regard to the above, ASX asks ATV to respond separately to each of the following questions:

- Does ATV consider the following information, or any part thereof, to be information that a reasonable person would expect to have a material effect on the price or value of its securities?
  - ATV terminated the Loan Facility by mutual consent; and
  - the Term Sheet, due for completion on 28 February 2025 and then later extended to 30 June 2025, has lapsed and the parties have not agreed to a further extension.

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Please answer separately for each of the above.

2. If the answer to any part of question 1 is “no”, please advise the basis for that view.

Please answer separately for each of the items in question 1 above.

3. When did ATV first become aware of the information referred to in question 1 above?

Please answer separately for each of the items in question 1 above.

4. If ATV first became aware of the information referred to in question 1 before the date of the Announcement, did ATV make any announcement prior to that date which disclosed the information? If not, please explain why the information was not released to the market at an earlier time, commenting specifically on when you believe ATV was obliged to release the information under Listing Rules 3.1 and 3.1A and what steps ATV took to ensure that the information was released promptly and without delay.

Please answer separately for each of the items in question 1 above and provide details of the prior announcement if applicable.

5. What date did the Term Sheet lapse?
6. Please confirm that ATV is in compliance with the Listing Rules and, in particular, Listing Rule 3.1.
7. Please confirm that ATV’s responses to the questions above have been authorised and approved in accordance with its published continuous disclosure policy or otherwise by its board or an officer of ATV with delegated authority from the board to respond to ASX on disclosure matters.

### **When and where to send your response**

This request is made under Listing Rule 18.7. Your response is required as soon as reasonably possible and, in any event, by no later than **5:00 PM AWST Thursday, 21 August 2025**.

You should note that if the information requested by this letter is information required to be given to ASX under Listing Rule 3.1 and it does not fall within the exceptions mentioned in Listing Rule 3.1A, ATV’s obligation is to disclose the information ‘immediately’. This may require the information to be disclosed before the deadline set out above and may require ATV to request a trading halt immediately if trading in ATV’s securities is not already halted or suspended.

Your response should be sent by e-mail to **ListingsCompliancePerth@asx.com.au**. It should not be sent directly to the ASX Market Announcements Office. This is to allow us to review your response to confirm that it is in a form appropriate for release to the market, before it is published on the ASX Market Announcements Platform.

### **Suspension**

If you are unable to respond to this letter by the time specified above, ASX will likely suspend trading in ATV’s securities under Listing Rule 17.3.

### **Listing Rules 3.1 and 3.1A**

In responding to this letter, you should have regard to ATV’s obligations under Listing Rules 3.1 and 3.1A and also to Guidance Note 8 *Continuous Disclosure: Listing Rules 3.1 – 3.1B*. It should be noted that ATV’s obligation to disclose information under Listing Rule 3.1 is not confined to, nor is it necessarily satisfied by, answering the questions set out in this letter.

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**Release of correspondence between ASX and entity**

We reserve the right to release all or any part of this letter, your reply and any other related correspondence between us to the market under listing rule 18.7A. The usual course is for the correspondence to be released to the market.

Yours sincerely

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ASX Compliance