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Form 605

Corporations Act 2001
Section 671B

Notice of ceasing to be a substantial holder

To: Company Name/Scheme Raiz Invest Limited (the **Company**)
ACN 615 510 177

1. Details of substantial holder (1)

Name Acorns Grow Incorporated (**Acorns**)
ACN/ARSN (if applicable) N/A

The holder ceased to be a substantial holder on 20 September 2024
The previous notice was given to the company on 20 June 2018
The previous notice was dated 6 June 2018

2. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (4)	Consideration given in relation to change (5)	Class (6) and number of securities affected	Person's votes affected
20 September 2024	Acorns	Dilution due to issuance of shares to eligible shareholders pursuant to a share purchase plan	Nil – change occurred due to dilution	5,186,309 fully paid ordinary shares	5,186,309
6 November 2026	Acorns	Off-market sale pursuant to binding term sheet between SH2 Holdings Pty Ltd and Acorns attached as Annexure A	US$1,500,000.00 (being the 'Purchase Price' as set out in the binding term sheet in Annexure A)	5,186,309 fully paid ordinary shares	5,186,309

3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

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

4. Addresses

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

Name	Address
Acorns	5300 California Avenue, Irvine, CA, 92617 United States

Signature

print name Seth Wunder capacity Chief Financial Officer

signature Signed by: Seth Wunder C2C09C47F0A0407... date 9 November 2026

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Annexure "A" to Form 605

This Annexure "A" of 6 pages (including this page) referred to in 'Form 605 – Notice of ceasing to be a substantial holder' in Raiz Invest Limited (ACN 615 510 177)

Signature

print name Seth Wunder capacity Chief Financial Officer

signature Signed by: Seth Wunder C2099C47F8A0437... date 9 November 2026

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Binding Term Sheet
Sale of Raiz Invest Limited shares

Date: 23 October 2026

This term sheet is legally binding on the Seller and Buyer once both parties have signed it.

#	Term	Agreed Position
1.	**Seller**	Acorns Grow Incorporated, a Delaware corporation (**Seller**).
2.	**Buyer**	SH2 Holdings Pty Ltd (ACN 664 551 419) of Level 1, 4-6 Bligh Street, Sydney NSW, Australia (**Buyer**).
3.	**Sale Shares**	5,186,309 fully paid ordinary shares in Raiz Invest Limited (ASX: RZI) (**Raiz**). These are all of the Raiz shares held by Seller (**Sale Shares**).
4.	**Purchase Price**	A total aggregate consideration of **USD $1,500,000** (**Purchase Price**). The Purchase Price is fixed and final and not subject to adjustments. It will not be adjusted for any change in Raiz's share price, any trading halt, or any announcement or development about Raiz, including its tax withholding matters.
5.	**Sale and Purchase**	The Seller must sell to the Buyer, and the Buyer must buy from the Seller, the Sale Shares for the Purchase Price on the terms set out in this term sheet (**Transaction**). Completion by the parties of the sale and purchase of the Sale Shares in accordance with this term sheet (**Completion**) will occur 10 Business Days after the date of this term sheet (**Completion Date**). Title to and property in the Sale Shares: a) until Completion, remains solely with the Seller; and b) passes to the Buyer with effect from Completion.

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6.	**Payment**	Buyer may not make any set-off, counterclaim, or deduction, except a withholding required by law that Buyer has notified to Seller in writing, with the legal basis and supporting evidence, at least 2 Business Days before Completion, after taking into account any declaration or other information Seller provides. Where the Seller has provided the Buyer with an electronic copy of a "Foreign Resident Capital Gains Withhold – Vendor Declaration" form at least 2 Business Days before Completion, the Buyer may not withhold any amount under the foreign resident capital gains withholding rules. Buyer bears all bank charges.
7.	**Completion**	On or before Completion: a) the Seller will deliver to the Buyer: i. an original, completed Computershare off-market standard transfer form (**Standard Transfer Form**) for the Sale Shares, in favour of the Buyer signed by Seller and dated the Completion Date; and ii. such original, certified identification and authority documents required by Computershare Investor Services Pty Limited (**Computershare)** to effect the transfer, as confirmed by Computershare in writing, required from Seller; b) the Buyer must: i. pay the Purchase Price in immediately available funds by electronic funds transfer to the bank account nominated by the Seller to the Buyer in writing on or prior to Completion; and ii. execute and deliver all other documents and give all other instruments that are necessary to enable legal and beneficial title to the Sale Shares to be transferred by the Seller. The obligations under 7(a) may be satisfied and discharge in full by Corrs Chambers Westgarth delivering the documents set out in 7(a) to the Sydney office of Arnold Bloch Leibler on the Completion Date.

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8.	**Registration**	The Buyer is responsible for lodging the Standard Transfer Form with Computershare promptly after Completion. Each party will promptly do everything reasonably required to have Buyer registered as holder of the Sale Shares. This includes signing a replacement transfer form or correcting a form or providing further identification documentation if Computershare requests it. From Completion until registration of the Sale Shares, Seller holds the Sale Shares for the benefit of the Buyer. During that period, Seller will exercise any rights attached to the Sale Shares as Buyer reasonably directs. Seller is not liable for any delay by Buyer or Computershare in registering the transfer. The Buyer indemnifies, and must keep indemnified, the Seller against, and must pay to the Seller on demand the amount of any loss suffered or incurred by the Seller arising out of or in connection with any action taken by the Seller under this clause 8, provided that the delay in registration of the Buyer as the holder of the Sale Shares after Completion is not caused or contributed to by a deliberate or wilful act or omission of the Seller.
9.	**Long Stop Date**	If Buyer has not paid the Purchase Price by 6 November 2026 (**Long Stop Date**), Seller may terminate this term sheet by written notice. Termination does not affect any rights that accrued before it. Seller may also terminate by written notice if Buyer becomes insolvent or breaches this term sheet. Buyer may also terminate by written notice if Seller becomes insolvent or breaches this term sheet.
10.	**Lock-Up and no encumbrances**	Until the earlier of the Completion Date or Long Stop Date, Seller will not sell, transfer, deal in, or encumber the Sale Shares, or agree to do so, other than under this term sheet. The Sale Shares must be transferred to the Buyer free from any encumbrances and with all rights, including distribution and voting rights, attached to or accruing to them on and from Completion.

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11.	**Regulatory Filings**	The Buyer warrants to the Seller that, as at the date of this term sheet and on the Completion Date, it does not need to give notice under Foreign Acquisitions and Takeovers Act 1975 (Cth) (**FATA**) or obtain approval from the Foreign Investment Review Board in respect of the Transaction, for entry into this document or to acquire the Sale Share as the Transaction is not a significant action, a notifiable action or a notifiable national security action under FATA. Each party is responsible for its own disclosure obligations arising from the sale, including any substantial holder notices.
12.	**Costs and Duty**	Each party pays its own costs. Buyer pays any stamp duty or registration fees on the transfer.
13.	**Confidentiality**	Each party will keep the terms of this term sheet confidential. Disclosure is permitted when required by law or ASX Listing Rules, or to a party's advisers, financiers, directors, and officers on a confidential basis.
14.	**Entire Agreement**	This term sheet and the Standard Transfer Form together are the entire agreement on their subject matter. No longer-form agreement is required. Any variation must be in writing and signed by both parties.
15.	**Governing Law**	This term sheet is governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.
16.	**Counterparts and E-Signature**	This term sheet and the Standard Transfer Form may be signed in counterparts and by electronic signature.

Business Day means a day on which banks are open for general business in both Sydney, Australia and Los Angeles, California.

SIGNED for and on behalf of **ACORNS GROW INCORPORATED** by its authorized officer:

Signature: Signed by: Seth Wunder C2699C47F8A0437...
Name: Seth Wunder
Title: Chief Financial Officer

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EXECUTED by **SH2 HOLDINGS PTY LTD** (ACN 664 551 419) in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of director: Signed by: John Winters 122BB2D98A4344D...
Name: John Winters

Signature of director / company secretary: DocuSigned by: Wayne Baskin A0FE9D70A9044F9...
Name: Wayne Baskin