



ASX ANNOUNCEMENT

1 March 2024

Merger of Paragon Care Limited (ParagonCare) and CH2 Holdings Pty Ltd (CH2)

A transformative merger between ParagonCare and CH2 creating a leading healthcare wholesaler, distributor and manufacturer operating across growing healthcare markets in the Asia Pacific region.

ParagonCare is pleased to announce the proposed merger with CH2, establishing a premier healthcare wholesaler, distributor, and manufacturer (**Merger**). The Merger enables ParagonCare to facilitate expansion into both existing companies' healthcare wholesaling and distribution networks across Australia, and New Zealand and Asia. This transformative merger signals a strategic move to capitalise on and strengthen our combined operational capabilities in rapidly growing markets.

Merger Highlights

- Combined estimated FY24 pro-forma¹ revenues of \$3.3 billion and EBITDA of \$93 million
- Broad geographic reach with direct operations in 8 countries across Australia, New Zealand and Asia Pacific region
- Significant synergies identified across the business platform
- Experienced management team and Board capitalising on growth in these dynamic growing markets
- Extensive first-tier partner/supplier network
- Cross-selling opportunities across both businesses
- Creates a robust framework for both organic and acquisitive growth
- Best-in-class logistics, technology and innovation healthcare solution provider
- Fully integrated and truly independent supplier
- Potential for significant shareholder value creation

¹ Based on PGC analyst consensus underlying forecasts, and CH2 forecasts including the full year impact of the Osborne acquisition made by CH2 in February 2024.

Merger Overview

ParagonCare has entered into a share sale agreement dated 29 February 2024 (**Share Sale Agreement**) to acquire all of the issued share capital in CH2 from Peter Andre Lacaze and Dianne Lacaze as trustees for the Lacaze Family Trust and David Keith Collins and Cherie Maria Millar as trustees for the Collins Millar Family Trust (together, the **Sellers**).

Under the Merger, it is proposed that ParagonCare will acquire all of the issued share capital in CH2 in exchange for issuing 943,524,071 shares in ParagonCare. The proposed issue of shares implies a purchase price \$201,494,830 assuming a \$0.214 share issue price² and represents 57% of ParagonCare's issued shares post the Merger completing.

CH2 is a privately owned, Australian based distributor and wholesaler of pharmaceuticals, medical consumables and complementary medicines. CH2 services a number of key components of the healthcare sector.

Paragon and CH2 have identified synergies and cost efficiencies of more than \$5 million per annum.

The merged entities expected pro-forma FY24 revenue is approximately \$3.3 billion and EBITDA of \$93 million³.

The Merger is subject to the approval of ParagonCare shareholders by ordinary resolution (>50%) at a general meeting (**Meeting**), expected to be held in late May 2024.

The Board unanimously recommends that ParagonCare shareholders vote in favour of the resolutions to be considered at the Meeting in respect of the Merger, in the absence of a superior proposal and subject to an independent expert concluding that the Merger is fair and reasonable to ParagonCare shareholders.

About CH2

CH2 is Australia's leading national integrated pharmaceutical, nutritional, medical consumables and complementary medicines provider.

CH2 has an 85-year history of providing innovative supply chain solutions to the Australian healthcare industry. CH2 has built long-standing relationships with major pharmaceutical, OTC, nutritional, medical consumable, complementary medicines, and equipment suppliers to ensure the most comprehensive range is provided to customers.

Strategic and Financial Rationale

The Merger represents a significant transaction for ParagonCare and creates an integrated pharmaceutical, medical device, consumable medical products and healthcare capital equipment wholesaler and distributor business across Australia, New Zealand and Asia.

John Walstab, managing director and CEO of ParagonCare, said:

"The proposed merger of Paragon Care Limited and CH2 will create a diversified and complementary healthcare distribution and wholesaling group. ParagonCare and CH2's respective capabilities provide a compelling prospect that will enhance the customer experience and drive shareholder value."

² Based on the 3 month volume weighted average price of ParagonCare shares up to, but not including, 29 February 2024.

³ Based on PGC analyst consensus underlying forecasts, and CH2 forecasts including the full year impact of the Osborne acquisition made by CH2 in February 2024.

The current healthcare sector growth surge and longer-term positive prospects underscore the opportunities of this merger. This proposes to be a transformative transaction for ParagonCare, providing greater scale and opening avenues for further growth.”

The Merger has a strong strategic rationale for both ParagonCare and CH2, and includes:

- greater business scale with approximate FY24 pro-forma revenues of \$3.3 billion and underlying EBITDA of \$93 million;
- utilising an expanded geographic reach with direct operations across the Asia Pacific region, including expansion of CH2’s product offerings into new markets in New Zealand and Asia through ParagonCare’s established infrastructure;
- significant expected synergies, including rationalisation of warehousing, offices, IT/ERP systems and corporate expenses;
- an experienced management team and Board to capitalise on these dynamic, growing markets which have significant long term tailwinds;
- expanded first-tier partner/supplier network that can be cross-sold across the businesses;
- better support opportunities for both organic and acquisitive growth; and
- the creation of a leading logistics and innovative healthcare solution provider.

Proposed Management and Board Changes

Following completion of the Merger, the Board will comprise of:

- David Collins;
- Carmen Riley;
- Peter Lacaze;
- John Walstab; and
- two independent directors to be nominated.

The proposed Board combines CH2 representatives, continuity from ParagonCare and independent directors in accordance with good corporate governance.

In addition, David Collins will be appointed as Chief Executive Officer and Managing Director, and has commented:

“This has been a long-term strategic opportunity for CH2 and we are confident ParagonCare and CH2 will be able to provide a fully integrated independent solution which will continue to deliver growth long term for our new group. The new combined business with its broad portfolio of products and services will bring opportunities for our customers and supply partners to support the diversified and changing needs of the healthcare market.”

Implementation of the Merger

To give effect to the Merger, ParagonCare and the Sellers have entered into the Share Sale Agreement. The Share Sale Agreement sets out the key terms and conditions of the Merger. A copy of the Share Sale Agreement is set out in Attachment 1.

Under the Share Sale Agreement, among other matters:

- The Merger is subject to a number of conditions precedent, including:

- the approval of ParagonCare shareholders under item 7 of section 611 of the *Corporations Act 2001*(Cth) and any other required resolutions at the Meeting;
- receipt of all necessary consents, approvals and waivers from ASIC and ASX;
- receipt of third-party consents under certain material contracts; and
- no material adverse event occurring in respect of either ParagonCare or CH2.
- ParagonCare is subject to customary exclusivity obligations, including no-shop, no-talk (subject to a fiduciary out), notification and matching right provisions.
- ParagonCare and the Sellers are subject to break fee and reverse break fee provisions upon the occurrence of specified events.

Ahead of the Meeting, ParagonCare will issue a notice of meeting and explanatory memorandum (**NoM**) to ParagonCare shareholders. The NoM will set out all information material to ParagonCare shareholders' decision on how to vote on the shareholder resolutions required for the Merger.

ParagonCare will appoint an independent expert to opine on whether the Merger is fair and reasonable to ParagonCare shareholders. The independent expert's report will be included in the NoM.

The Sellers will be restricted from dealing with the ParagonCare shares they receive as consideration under the Merger. The restrictions will apply for 2 years following completion of the Merger, subject to limited exceptions.

The Board unanimously recommends that ParagonCare shareholders vote in favour of the resolutions to be considered at the Meeting in respect of the Merger, in the absence of a superior proposal and subject to an independent expert concluding that the Merger is fair and reasonable to ParagonCare shareholders.

Indicative Transaction Timetable

ParagonCare shareholders do not need to take any action at this time.

As discussed above and set out in Attachment 1, the Merger is conditional on a number of matters, including the approval of ParagonCare shareholders at the Meeting. The Meeting is expected to be held in late May 2024.

The NoM, including the independent expert's report, is expected to be dispatched to ParagonCare shareholders in late April 2024.

A high level and indicative summary of the Merger's timetable is set out below, noting these dates are subject to change.

Event	Date
Dispatch of NoM and independent expert's report to ParagonCare shareholders	Late April 2024
Meeting and shareholder vote	Late May 2024
Completion of the Merger	Late May 2024

Application For In-Principle Advice

ParagonCare has notified ASX of the Merger in accordance with Listing Rule 11.1 and is seeking in-principle advice regarding the application of Listing Rules 11.1.2 and 11.1.3. ASX is currently considering the application and has not yet made a decision.

Information

Herbert Smith Freehills is acting as legal adviser to ParagonCare.

Record Point is acting as financial adviser and Baker McKenzie is acting as legal adviser to CH2.

For further information, please contact:

John Walstab

Chief Executive Officer

john.walstab@paragoncare.com.au

This announcement is authorised for release to the market by the Board of Directors of Paragon Care Limited.

Forward-looking statements

Certain statements in this announcement are forward-looking statements relating to the operations of Paragon Care Limited (**ParagonCare**) and CH2 Holdings Pty Limited (**CH2**) that are based on ParagonCare management's own current expectations, estimates and projections about matters relevant to Paragon's and CH2's future financial performance which may ultimately prove to be materially incorrect. Forward-looking statements can generally be identified by the use of words such as "anticipate", "estimate", "expect", "project", "intend", "plan", "believe", "target", "may", "assume" and words of similar import. These forward-looking statements speak only as at the date of this announcement.

References in this announcement to current assumptions, estimates and outcomes and forward-looking statements about current assumptions, estimates and outcomes, are based on internal business data and external sources and, by their nature, are subject to a number of known and unknown risks and uncertainties that could cause the actual results, performances and achievements to differ materially from any expected future results, performance or achievements expressed or implied by such forward-looking statements. No assurance or guarantee is, or should be taken to be, given in relation to, and no reliance should be placed on, the future business performance or results of ParagonCare or CH2 or the likelihood that the current assumptions, estimates or outcomes will be achieved. Any past performance information included in this announcement is given for illustrative purposes only and should not be relied upon as (and is not) a promise, representation, warranty or guarantee as to the past, present or an indication of future performance.

While management has taken every effort to ensure the accuracy of the material in this announcement, this announcement is provided for information only and no representation, warranty or assurance (express or implied) are made as to, and no reliance should be placed on, the accuracy or completeness of such information. To the maximum extent permitted by law, Paragon, its subsidiaries and its interests in associates and jointly controlled operations and their directors, officers, employees and advisers expressly exclude and disclaim any liability (including, without limitation, any liability arising out of fault or negligence on the part of any person) in respect of anything done or not done, directly or indirectly, in reliance on this announcement or information contained in the announcement.

This announcement should not be construed in any manner as a recommendation to any investor or potential investor or other reader of this communication. This announcement and its content is not intended to be relied upon as a forecast or advice to investors or potential investors and does not take into account an individual investor's investment objectives or financial situation. You should make your own enquiries and take your own advice in Australia and elsewhere (including financial, taxation and legal advice) before making an investment in Paragon's shares or in making a decision to hold or sell your shares.

Subject to any continuing obligation under applicable law or relevant listing rules of the ASX, ParagonCare disclaims any obligation or undertaking to disseminate any updates or revisions to any forward-looking statements in these materials to reflect any change in expectations in relation to any forward-looking statements or any change in events, conditions or circumstances on which any statement is based. Nothing in these materials shall under any circumstances create an implication that there has been no change in the affairs of ParagonCare since the date of the announcement.

Share Sale Agreement

Share Sale Agreement

The persons listed as Sellers in Schedule 1

**The persons listed as Covenantors in
Schedule 1**

Paragon Care Limited

Execution Version

Table of contents

1.	Definitions and interpretation	3
2.	Sale and purchase	23
3.	Conditions	25
4.	Termination	27
5.	Before Completion	29
6.	Co-operation	35
7.	Completion	40
8.	After Completion	43
9.	Board Composition	44
10.	Warranties and indemnities	45
11.	Limitations on Liability	48
12.	Sellers' Claims	54
13.	Consideration of Buyer Claims	54
14.	Releases	54
15.	Confidentiality and announcements	55
16.	Public announcements	56
17.	Exclusivity	57
18.	Break Fee	61
19.	Reverse Break Fee	62
20.	Protection of the Business	63
21.	GST	65
22.	Notices	65
23.	Sellers' Representative	67
24.	Covenantors guarantee and indemnity	68
25.	Trustee Seller limitation of Liability	69
26.	CGT Withholding Tax	70
27.	General provisions	71
	Schedule 1	75
	Sellers, Sale Shares and Covenantors	75
	Schedule 2	76
	Company Group	76

Schedule 3	77
Buyer Shareholder Resolutions	77
Schedule 4	78
Sellers' Warranties	78
Schedule 5	1
Buyer's Warranties	1
Schedule 6	10
Capital Structure of the Buyer immediately prior to Completion	10
Schedule 7	11
Timetable	11

- (b) the requirements of the Corporations Act for the preparation and content of financial statements, directors' reports and auditor's reports; and
- (c) generally accepted and consistently applied accounting principles and practices in Australia (including Australian equivalents to the International Financial Reporting Standards), except those inconsistent with the standards or requirements referred to in paragraphs (a) or (b).

Accounts means the financial report of the Company Group as at the Accounts Date, which include:

- (a) the balance sheet of the Company Group as at the Accounts Date;
- (b) the income statement of the Company Group for the 12-month period ended on the Accounts Date;
- (c) the cash flow statement of the Company Group for the 12-month period ended on the Accounts Date; and
- (d) all statements, reports and notes attached to or intended to be read with any or all of the balance sheet, income statement or cash flow statement,

Accounts Date means 30 June 2023.

Agreement means this share sale agreement.

ASIC means the Australian Securities and Investments Commission.

Assets means the property and assets owned and used by the Company Group that are material to carrying on the Business.

Associate has the meaning given in section 12 of the Corporations Act as if subsection 12(1) of the Corporations Act included a reference to this Agreement.

Associated Seller means, in respect of a Covenantor, the Seller listed next to that Covenantor's name in clause 1.2 of Schedule 1.

ASX means ASX Limited (ABN 98 008 624 691) and, where the context requires, the financial market that it operates.

ASX Listing Rules means the official listing rules of ASX.

Authorisation means any authorisation, approval, licence, permit, consent, qualification, accreditation, filing, registration, certificate, resolution, direction, declaration or exemption given by a Government Agency and any renewal or variation of them.

Books and Records means all original and certified registers, books, reports, correspondence, files, records, data and other documents (whether in electronic or printed form) owned by and in the possession or control of the Company Group, about or used in connection with the Business.

Break Fee has the meaning given in clause 18.1.

Business means the business carried on by the Company Group.

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney.

Business Warranties means the Sellers' Warranties set out in Part B of Schedule 4 and the Buyer's Warranties set out in Part B of Schedule 5.

Buyer Board means the board of directors of the Buyer.

Buyer Competing Proposal means any proposal, agreement, arrangement or transaction, which, if entered into or completed, would result in a Third Party (either alone or together with any Associate):

- (a) directly or indirectly acquiring a Relevant Interest (which has the meaning given in sections 608 and 609 of the Corporations Act) in, or having a right to acquire, a legal, beneficial or economic interest in, or Control of, 20% or more of the Buyer Shares;
- (b) acquiring Control of Buyer or any other material Buyer Group Member that holds a substantial part of the Buyer Group Business;
- (c) directly or indirectly acquiring or becoming the holder of, or otherwise acquiring or having a right to acquire, a legal, beneficial or economic interest in, or Control of, all or a substantial part of the business or assets of the Buyer Group;
- (d) otherwise directly or indirectly acquiring or merging with the Buyer or another material Buyer Group Member that holds a substantial part of the Buyer Group Business; or
- (e) requiring the Buyer to abandon, or otherwise fail to proceed with, the Transaction,

whether by way of takeover bid, members' or creditors' scheme of arrangement, shareholder approved acquisition, capital reduction, buy-back, sale or purchase of shares, other securities or assets, assignment of assets and liabilities, incorporated or unincorporated joint venture, dual-listed company (or other synthetic merger), deed of company arrangement, any debt for equity arrangement or other transaction or arrangement.

Each successive material modification or variation of a Buyer Competing Proposal will constitute a new Buyer Competing Proposal.

Buyer Consent Contract means the Buyer Material Contracts which contain change of control provisions, unilateral termination rights, notification rights, or applicable regulatory approvals which may be required by, triggered by or exercised in response to, implementation of the Transaction.

Buyer Current Equity Value means the equity value of the Buyer calculated as the 3-month VWAP multiplied by the total number of Buyer Securities on issue immediately prior to Completion (as set out in column 2 of Schedule 6 and described in column 1 of Schedule 6 as "Total Buyer Securities on issue"), being \$152,004,872.

Buyer Data Room means the contents of the virtual data room hosted by Microsoft Teams in connection with the Transaction as at 28 February 2024 a copy of which will be provided by the Buyer to the Sellers via a secure link on or around the date of this Agreement.

Buyer Disclosure Material means the Buyer Data Room.

Buyer Equity Incentives means any option, restricted share or right to Buyer Shares issued or agreed to be issued under employee incentive arrangements of the Buyer Group in effect as at the date of this Agreement.

Buyer Group means the Buyer, their respective Related Bodies Corporate and, on and from Completion only, the Company Group, and **Buyer Group Member** means any one of them.

Buyer Group Assets means the property and assets owned and used by the Buyer Group that are material to carrying on the Buyer Group Business.

Buyer Group Business means the business carried on by the Buyer Group.

Buyer Group Delegation Framework means the delegated authority framework of the Buyer Group disclosed to the Sellers.

Buyer Material Adverse Event means any change, effect or other matter (whenever occurring) that is not known to the Sellers at the time of this Agreement (**Specified Event**) and despite any other provision of this Agreement or the course of dealings between the parties in connection with this Agreement:

- (a) that has or is reasonably likely to have either individually or in aggregate with all such changes, effects or matters, with or without notice, lapse of time or both:
 - (i) a material adverse effect on the status, terms or prospects for renewal of any Authorisation which is material to the operation of the Buyer Group;
 - (ii) the effect of a diminution in the EBITDA of the Buyer Group in one or more consecutive financial years, taken as a whole, by at least \$3.9 million against what it would reasonably have been expected to have been but for such Specified Event; or
 - (iii) the effect of a diminution in the consolidated net assets of the Buyer Group, taken as a whole, by at least \$25 million against what it would reasonably have been expected to have been but for such Specified Event;
- (b) being, material litigation being commenced against any Buyer Group Member;
- (c) being, a material default under any Buyer Material Contract; or
- (d) that causes the Buyer to not be able to issue a notice under section 708A(5)(e)(i) of the Corporations Act which complies with section 708A(6) of the Corporations Act in relation to the Share Consideration,

other than a change, effect or other matter:

- (a) required or expressly permitted by this Agreement or any other Transaction Document or which directly results from a Transaction Document or the Transaction;
- (b) Disclosed in the Buyer Disclosure Material;
- (c) arising from changes in economic or business conditions that impact on the Buyer Group and its competitors in a similar manner (including interest rates, general economic, political or business conditions, including disruptions to, or fluctuations in, domestic or international financial markets);
- (d) which the Sellers have previously approved or agreed to in writing or which arises as a result of the Sellers or a Company Group Member taking or refusing to take certain action within their control required under any Transaction Document in respect of a Buyer Group Member or the Buyer Group Business;
- (e) arising as a result of any applicable change in law, regulation, Accounting Standards or generally accepted accounting principles or the interpretation of any such standards or principles, or policy of a Government Agency; or

- (f) arising from any outbreak or escalation of war (whether or not declared) or major hostilities, an act of God, lightning, storm, flood, fire, earthquake or explosion, cyclone, tidal wave, landslide, other natural disaster or adverse weather conditions or the like.

Buyer Information means information regarding the Buyer Group provided or prepared by or on behalf of the Buyer Group for inclusion in the Notice of Meeting. For the avoidance of doubt, the Buyer Information excludes the Company Information, the Independent Expert's Report, any investigating accountant's report and any other report or opinion prepared by an external adviser to the Company.

Buyer Key Person means John Walstab and Michael Peters.

Buyer Material Contracts means the contracts agreed in writing for the purpose of this definition by the Sellers and the Buyer.

Buyer Material Authorisation has the meaning given in Buyer Warranty 3.1 of Part B of Schedule 5.

Buyer Properties has the meaning given in Buyer Warranty 12.2 of Part B of Schedule 5.

Buyer Property Lease has the meaning given in Buyer Warranty 12.3 of Part B of Schedule 5.

Buyer Registry means Link Market Services Limited (ABN 54 083 214 537).

Buyer Released Person means the Buyer, its Related Bodies Corporate and their respective directors, officers and employees.

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

Buyer Shareholder means a person who is registered as the holder of a Buyer Share.

Buyer Shareholder Resolutions means the resolutions of the Buyer Shareholders for the purpose of approving the Transaction and other matters on substantially the basis set out in Schedule 3 and any other resolutions the parties agree are required or desirable in connection with the Transaction.

Buyer Securities means shares, debentures, stocks, bonds, notes, interests in a managed investment scheme, units, warrants, options, derivative instruments and any other securities which are convertible into equity interests in the Buyer, including Buyer Shares and Buyer Equity Incentives.

Buyer Superior Proposal means a bona fide Buyer Competing Proposal (and not resulting from a breach by the Buyer of any of its obligations under clause 17.2 or 17.3 (it being understood that any actions by the Representatives of the Buyer in breach of clause 17.2 or 17.3 shall be deemed to be a breach by the Buyer for the purposes hereof)) which the Buyer Board, acting in good faith, and after receiving written legal advice from its legal adviser and written advice from its financial adviser, determines:

- (1) is reasonably capable of being valued and completed in a reasonable timeframe and substantially in accordance with its terms; and
- (2) would, if completed substantially in accordance with its terms, be reasonably likely to be more favourable to Buyer Shareholders (as a whole) than the Transaction,

in each case taking into account all terms and conditions and other aspects of the Buyer Competing Proposal (including any timing considerations, any conditions precedent, the

identity, expertise, reputation and technical and financial capacity of the proponent or other matters affecting the probability of the Buyer Competing Proposal being completed) and of the Transaction.

Buyer Systems has the meaning given in Buyer Warranty 14.1 of Part B of Schedule 5.

Buyer Tax Indemnified Amount has the meaning given in clause 10.14.

Buyer's Warranties means the warranties given by the Buyer in Schedule 5 and **Buyer Warranty** means any one of them.

Buyer Warranty Contract has the meaning given in Buyer Warranty 7.1 of Part B of Schedule 5.

CCA means the *Competition and Consumer Act 2010* (Cth).

Claim means any claim, debt, suit, action, demand, cause of action or proceeding of any kind however caused, and whether at law, in equity, under statute or otherwise.

Company means CH2 Holdings Pty Limited (ABN 80 113 630 505).

Company Consent Contract means the Company Material Contracts which contain change of control provisions, unilateral termination rights, notification rights or applicable regulatory approvals which may be required by, triggered by or exercised in response to, implementation of the Transaction or any other Company Material Contract agreed in writing for the purpose of this definition by the Sellers and the Buyer.

Company Group means the Company and each of the other entities listed in Schedule 2, and **Company Group Member** means any one of them.

Company Group Delegation Framework means the delegated authority framework of the Company Group disclosed to the Buyer.

Company Information means information regarding the Company Group provided or prepared by or on behalf of Company or the Sellers for inclusion in the Notice of Meeting. For the avoidance of doubt, the Company Information excludes the Buyer Information, the Independent Expert's Report, any investigating accountant's report and any other report or opinion prepared by an external adviser to the Company.

Company Material Contracts means the contracts agreed in writing for the purpose of this definition by the Sellers and the Buyer.

Company Properties has the meaning given in Seller Warranty 16.2 of Schedule 4.

Company Released Person means the Company, its Related Bodies Corporate and their respective directors, officers and employees.

Company Warranty Contract has the meaning given in Seller Warranty 11.1 of Schedule 4.

Completion means completion of the sale and purchase of the Sale Shares in accordance with clause 6.

Completion Date means the date of Completion.

Condition means a condition precedent to Completion set out in clause 3.1.

Confidential Information means any information held in any form or medium relating to the Company Group, the Business or the Buyer Group including all past, current and prospective financial, accounting, trading, marketing, technical, product and business information

(including marketing and business strategies and methods of operation), trade secrets, know-how, prices, costs and details of contractual arrangements with employees, customers, suppliers or other persons, and other specialised information or proprietary matters, and in each case includes any information derived or generated from that information, such as analyses, studies and compilations.

Confidentiality Agreement means the confidentiality agreement dated 20 December 2023 between the Buyer and the Company.

Consenting Counterparty means each party to a Buyer Consent Contract or Company Consent Contract other than a Company Group Member or a Buyer Group Member (as the case may be).

Consolidated Group has the meaning given in section 703-5 of the 1997 Act.

Contamination means in relation to land, the presence in, on or under that land, including groundwater under that land, of any substance (including a chemical, a mineral or any natural or human produced substance) which has been added to the land at a concentration above the concentration at which the substance is normally present in, on or under geologically similar land in the same locality and poses a threat to human health or the Environment.

Control has the meaning given in section 50AA of the Corporations Act.

Controller has the meaning given in section 9 of the Corporations Act.

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

Corporations Regulations means the Corporations Regulations 2001 (Cth).

Disclosed means fairly disclosed in sufficient detail to enable a sophisticated investor, experienced in transactions of the nature of the Transaction and being advised by professional advisers, to assess the nature of the matter disclosed.

Disputing Action means in respect of a Tax Demand, any action to cause the Tax Demand to be withdrawn, reduced or postponed or to avoid, resist, object to, defend, appeal against or compromise the Tax Demand and any judicial or administrative proceedings arising out of that action.

Duty means any transfer, transaction or registration duty or similar charge of any nature which is imposed by any Government Agency, and any interest, expense, fine, penalty, charge or other amount which is imposed in relation to that duty or charge.

EBITDA means the underlying earnings before interest, tax, depreciation and amortisation.

Employee means an employee of the Company Group.

Employment Agreement means the employment agreement between the Buyer and David Collins in the form as agreed between the parties.

Environment means the physical factors of the surrounds of human beings including the land, waters, atmosphere, climate, sounds, odours, tastes, the biological factors of animals and plants, the social factors of aesthetics, and includes ecosystems.

Environmental Law means any statute or common law relating to the Environment including any law relating to land use, planning, heritage, coastal protection, water catchments, pollution of air or waters, soil or groundwater contamination, chemicals, waste, use of hazardous or dangerous goods or substances, building regulations, public and occupational

health and safety, noxious trades, or any other aspect of protection of the Environment or person or property.

Escrow Deeds means:

- (a) the escrow deed to be entered into between Peter Andre Lacaze and Dianne Lacaze as trustees for the Lacaze Family Trust and the Buyer in respect of the escrow of the Seller's Share Consideration on the terms and conditions therein; and
- (b) the escrow deed to be entered into between David Keith Collins and Cherie Maria Millar as trustees for the Collins Millar Family Trust and the Buyer in respect of the escrow of the Seller's Share Consideration on the terms and conditions therein,

in the form as agreed between the parties.

Exclusivity Period means the period between the date of this Agreement and the earlier of Completion and termination of this Agreement.

Financial Indebtedness means any debt or other monetary liability in respect of moneys borrowed or raised or any financial accommodation including under or in respect of any:

- (a) bill, bond, debenture, note or similar instrument;
- (b) acceptance, endorsement or discounting arrangement;
- (c) guarantee in respect of any moneys borrowed or raised or any financial accommodation;
- (d) finance or capital lease;
- (e) agreement for the deferral of a purchase price or other payment in relation to the acquisition of any asset or service for more than 90 days;
- (f) obligation to deliver goods or provide services paid for in advance by any financier;
- (g) agreement for the payment of capital or premium on the redemption of any preference shares;
- (h) interest or currency swap or hedge arrangement, financial option, futures contract or analogous transaction; or
- (i) counter indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution,

and irrespective of whether the debt or liability:

- (a) is present or future;
- (b) is actual, prospective, contingent or otherwise;
- (c) is at any time ascertained or unascertained;
- (d) is owed or incurred alone or severally or jointly or both with any other person; or
- (e) comprises any combination of the above.

Forecast Information means any opinion, estimate, projection, business plan, budget, statement of intent, forecast or other forward-looking information in relation to the future actions, performance or prospects of the Company Group, the Business or both, or the Buyer Group (as applicable).

General Indemnities means the indemnity given by the Sellers in clause 10.6 and the indemnity given by the Buyer in clause 10.9.

Government Agency means, whether foreign or domestic:

- (a) a government, whether federal, state, territorial or local or a department, office or minister of a government acting in that capacity; or
- (b) a commission, delegate, instrumentality, agency, board, or other government, semi-government, judicial, administrative, monetary or fiscal body, department, tribunal, entity or authority, whether statutory or not, and includes any self-regulatory organisation established under statute or any stock exchange.

GST means GST as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), or any like tax.

Guarantee means a guarantee, indemnity, letter of credit, bond, letter of comfort or other assurance or assumption of responsibility, however it is described, given for a debt or liability of another person or the solvency or financial condition of another person.

Head Company has the meaning given in section 995-1 of the 1997 Act.

Immediately Available Funds means cash, bank cheque, telegraphic or other electronic transfer of cleared funds into a bank account nominated in advance by the payee.

Impugned Amount has the meaning given in clause 18.4.

Indemnities means the General Indemnities and the Tax Indemnity.

Independent Expert means an expert independent of the parties engaged by the Buyer to prepare the Independent Expert's Report.

Independent Expert's Report means the report prepared in connection with the Transaction for inclusion in the Notice of Meeting opining on whether the Transaction is fair and reasonable to the Buyer Shareholders and the reasons for holding that opinion, and includes any update, revision, amendment or supplement to that report.

Insolvency Event means:

- (a) for any body corporate, the happening of one or more of the following events:
 - (i) except for the purpose of a solvent reconstruction or amalgamation which has the prior written consent of the other parties:
 - (A) process is filed in a court seeking an order that it be wound up or that a Controller be appointed to it or any of its assets, unless the application is withdrawn, struck out or dismissed within seven days of it being filed;
 - (B) an order is made that it be wound up or that a Controller be appointed to it or any of its assets; or
 - (C) a resolution that it be wound up is passed or proposed;
 - (ii) a liquidator, provisional liquidator, Controller or any similar official is appointed to, or takes possession or Control of, all or any of its assets or undertaking;

- (iii) an administrator is appointed to it, a resolution that an administrator be appointed to it is passed or proposed, or any other steps are taken to appoint an administrator to it;
 - (iv) a restructuring practitioner is appointed to it, a resolution is passed to appoint a restructuring practitioner to it, it is under restructuring, or any other steps are taken for it to enter restructuring (in each case within the meaning of Part 5.3B of the Corporations Act);
 - (v) it enters into, or resolves to enter into, an arrangement, compromise or composition with any of, or any class of, its creditors or members, or an assignment for the benefit of any of, or any class of, its creditors, or process is filed in a court seeking approval of any such arrangement, compromise or composition;
 - (vi) a reorganisation, moratorium, deed of company arrangement, restructuring plan (within the meaning of Part 5.3B of the Corporations Act) or other administration involving one or more of its creditors is proposed or effected;
 - (vii) any action is taken by ASIC with a view to its deregistration or its dissolution, or an application is made to ASIC that any such action be taken;
 - (viii) it is insolvent within the meaning of section 95A of the Corporations Act, as disclosed in its accounts or otherwise, states that it is unable to pay its debts or is presumed to be insolvent under any applicable law;
 - (ix) as a result of the operation of section 459F(1) of the Corporations Act, it is taken to have failed to comply with a statutory demand;
 - (x) it stops or suspends or threatens to stop or suspend the payment of all or a class of its debts or the conduct of all or a substantial part of its business;
 - (xi) any event or circumstance set out in section 461 of the Corporations Act occurs in relation to it;
 - (xii) any distress, attachment, execution or other court process or judgment is levied or enforced on or against it or any of its assets or revenues and is not fully stayed, set aside or satisfied within seven days; or
 - (xiii) anything having a substantially similar effect to any of the events specified in paragraphs (a)(i) to (a)(xii) of this definition happens to it under the law of any jurisdiction; and
- (b) in relation to a person that is an individual, the happening of one or more of the following events:
- (i) a bankruptcy notice is issued to the person;
 - (ii) a receiver, trustee for creditors or trustee in bankruptcy is appointed to any of the person's property;
 - (iii) a garnishee notice is issued concerning any money that the person is said to be owed;
 - (iv) the person proposes or enters into an arrangement or composition with, or an assignment for the benefit of, any of the person's creditors;

- (v) the person proposes or effects a moratorium involving any of the person's creditors;
- (vi) the person stops or suspends, or threatens to stop or suspend, the payment of all or a class of the person's debts or the conduct of all or a substantial part of the person's business;
- (vii) the person is unable to pay all of the person's debts as they fall due or is presumed to be insolvent under any applicable law;
- (viii) the person becomes an "insolvent under administration" as defined in section 9 of the Corporations Act;
- (ix) any distress, attachment, execution or other court process or judgment is levied or enforced on or against the person or any of the person's assets or revenues and is not fully stayed, set aside or satisfied within seven days;
- (x) anything having a substantially similar effect to any of the events specified in paragraphs (b)(i) to (b)(ix) of this definition happens to the person under the law of any jurisdiction; or
- (xi) the person dies, is imprisoned or becomes incapable of managing their own affairs.

Intellectual Property Rights means all intellectual and industrial property rights and interests throughout the world, whether registered or unregistered, including trade-marks, designs, patents, inventions, semiconductor, circuit and other eligible layouts, copyright and analogous rights, rights in databases, source code, object code, software, confidential information, trade secrets, processes, concepts, know how, domain name rights and all other intellectual property rights as defined in Article 2 of the convention establishing the World Intellectual Property Organisation of 14 July 1967 as amended from time to time.

Interest Rate means daily 11.00 am cash rate quoted on Reuters page RBA30.

Korea Property means the property located at 186-5, Sindon-ri, Eumseong-gun, Chungcheongbuk-do. 22734. South Korea.

Liability means any liability, whether actual or contingent, present or future, including for any Loss irrespective of when the acts, events or things giving rise to the liability occurred.

Loss means any costs (including legal costs on a solicitor and client basis), damages, charges, expenses, Taxes, Duties, fines, penalties or loss, of any kind however calculated, incurred or suffered, and includes any difference between the value of the Share Consideration as at Completion and the value of the Sale Shares.

Material Authorisations has the meaning given in Seller Warranty 7.1 of Schedule 4.

Material Buyer Proceedings has the meaning given in Buyer Warranty 10.1 of Part B of Schedule 5.

Material Proceedings has the meaning given in Seller Warranty 14.1 of Schedule 4.

Notice of Meeting means the notice of meeting and explanatory memorandum to be sent to the Buyer Shareholders in respect of the meeting of the Buyer Shareholders to consider and vote on the Buyer Shareholder Resolutions, which will contain (among other things) the Independent Expert's Report.

Permitted Dividend means a cash dividend to be paid by the Company to the Sellers (or their nominees) on or before Completion up to a maximum aggregate amount of \$8 million, provided it is franked in accordance with the “benchmark rule” (as defined in the 1997 Act) and which would not cause a franking deficit in the franking account of the Company immediately after the dividend is paid.

Permitted Financial Indebtedness means:

- (a) Financial Indebtedness owing by one Company Group Member to another Company Group Member or one Buyer Group Member to another Buyer Group Member (as applicable); or
- (b) any other Financial Indebtedness approved by the Buyer (for the Company Group) or the Sellers (for the Buyer Group).

Permitted Security Interest means:

- (a) any Security Interest where the Buyer is the secured party;
- (b) any Security Interest created under any Transaction Document;
- (c) any:
 - (i) lien or charge, including any mechanics’, workmen’s or other like lien; or
 - (ii) retention of title arrangement,
arising by operation of law or in the ordinary course of business where the amount secured is not yet due, unless there is a default in payment of money secured by that lien, charge or arrangement;
- (d) any security interest as defined in section 12(3) of the PPSA and that arises in the ordinary course of business; and
- (e) any other Security Interest that the Buyer agrees in writing is a Permitted Security Interest.

Personal Information has the meaning given in the *Privacy Act 1988* (Cth).

PPSA means the *Personal Property Securities Act 2009* (Cth).

PPS Register means the personal property securities register established and maintained under the PPSA.

Privacy Laws means the *Privacy Act 1988* (Cth) and any other related laws relating to data protection, privacy or the handling of Personal Information.

Property Lease has the meaning given in Seller Warranty 16.3 of Schedule 4.

Protected Business means any business that:

- (a) is the same or substantially the same as, the Business (or any material part of it) as carried on by the Company Group at Completion; or
- (b) competes with the Business (or any material part of it) as carried on by the Company Group at Completion.

Purchase Price means the value of the Share Consideration that is determined from the following formula:

$$A = B \times \left(\frac{57\%}{43\%} \right)$$

where:

- (a) **A** is the value of the Share Consideration; and
- (b) **B** is the Buyer Current Equity Value,

plus or minus any adjustments made in accordance with clauses 11.20 or 12 (as applicable) to be made by way of payment of amounts in Immediately Available Funds under this Agreement.

Regulator Submissions means any submissions made, or proposed to be made, to a Government Agency, including ASX and ASIC.

Related Body Corporate has the meaning given in the Corporations Act.

Related Entity means, in respect of a person:

- (a) if the person is a body corporate, a related entity as defined in section 9 of the Corporations Act;
- (b) if the person is an individual:
 - (i) a relative (as defined in the Corporations Act) of the person or of the person's spouse (as defined in the Corporations Act); and
 - (ii) the trustee of a trust of which the person or any of the persons mentioned in paragraph (b)(i) is a beneficiary; and
- (c) any other person over which one or more of the first person and their Related Entities have Control.

Related Person means:

- (a) in respect of a party, a Related Body Corporate of that party;
- (b) in respect of a party or its Related Bodies Corporate, each director, officer, employee, adviser, agent or representative of that party or of its Related Body Corporate.

Relevant Persons means:

- (c) in case of the Sellers, the Sellers, their respective Related Bodies Corporate, the Company, and their respective Representatives; or
- (d) in case of the Buyer, the Buyer, its Related Bodies Corporate, the Buyer Group, and their respective Representatives.

Representative of a party includes an officer, employee, agent, auditor, adviser, financier (including syndicates), insurance broker, partner, associate, contractor, consultant, joint venturer or sub-contractor of that party or of a Related Body Corporate of that party.

Respective Proportion means, in respect of a Seller, the percentage set out opposite the Seller's name in column three of the table in Schedule 1.

Restricted Area means:

- (a) Australia;

- (b) New South Wales, Victoria, Queensland, Western Australia, South Australia, Tasmania, Northern Territory and Australian Capital Territory;
- (c) New South Wales, Victoria, Queensland, Western Australia, South Australia, Tasmania and Australian Capital Territory;
- (d) New South Wales, Victoria, Queensland, Western Australia, South Australia and Tasmania;
- (e) New South Wales, Victoria, Queensland, Western Australia and South Australia;
- (f) New South Wales, Victoria, Queensland and Western Australia;
- (g) New South Wales, Victoria, and Queensland;
- (h) New South Wales and Victoria; or
- (i) New South Wales.

Restricted Period means the period from Completion up to the date which is:

- (a) three years from the Completion Date;
- (b) two years from the Completion Date;
- (c) one year from the Completion Date; or
- (d) six months from the Completion Date.

Reverse Break Fee has the meaning given in clause 19.1.

Reverse Impugned Amount has the meaning given clause 19.4.

RG 74 means ASIC Regulatory Guide 74 (Acquisitions approved by members) issued in December 2011.

Sale Shares means the shares in the capital of the Company to be sold to the Buyer under this Agreement, details of which are set out in Schedule 1.

Securities means shares, debentures, stocks, bonds, notes, interests in a managed investment scheme, units, warrants, options, derivative instruments and any other securities which are convertible into equity interests in the Company.

Security Interest means a right, interest, power or arrangement in relation to any property which provides security for the payment or satisfaction of a debt, obligation or Liability, including a mortgage, charge, bill of sale, pledge, deposit, lien, encumbrance or hypothecation and a security interest as defined in sections 12(1) and 12(2) of the PPSA.

Sellers Data Room means the contents of the virtual data room hosted by Microsoft Teams in connection with the Transaction as at 28 February 2024 a copy of which will be provided by the Sellers to the Buyer via a secure link on or around the date of this Agreement.

Sellers Disclosure Letter means a letter from the Sellers' Representative to the Buyer disclosing certain qualifications and exceptions to the Sellers' Warranties, together with all documents annexed to it, and provided to the Buyer on or before the date of this Agreement.

Sellers Disclosure Material means the Sellers Data Room and the Sellers Disclosure Letter.

Seller Key Persons means David Collins, Carmen Riley and Robert Offereins.

Sellers means the persons listed in Schedule 1.

Sellers' Counterproposal has the meaning given in clause 17.7.

Sellers Material Adverse Event means any change, effect or other matter (whenever occurring) that is not known to the Buyer at the time of this Agreement (**Specified Event**) and despite any other provision of this Agreement or the course of dealings between the parties in connection with this Agreement:

- (a) that has or is reasonably likely to have either individually or in aggregate with all such changes, effects or matters, with or without notice, lapse of time or both:
 - (i) a material adverse effect on the status, terms or prospects for renewal of any Authorisation which is material to the operation of the Company Group;
 - (ii) the effect of a diminution in the EBITDA of the Company Group in one or more consecutive financial years, taken as a whole, by at least \$5.4 million against what it would reasonably have been expected to have been but for such Specified Event; or
 - (iii) the effect of a diminution in the consolidated net assets of the Company Group, taken as a whole, by at least \$2.3 million against what it would reasonably have been expected to have been but for such Specified Event;
- (b) being, material litigation being commenced against any Company Group Member; or
- (c) being, a material default under any Company Material Contract,

other than a change, effect or other matter:

- (a) required or expressly permitted by this Agreement or any other Transaction Document or which directly results from a Transaction Document or the Transaction;
- (b) Disclosed in the Sellers Disclosure Material;
- (c) arising from changes in economic or business conditions that impact on the Company Group and its competitors in a similar manner (including interest rates, general economic, political or business conditions, including disruptions to, or fluctuations in, domestic or international financial markets);
- (d) which the Buyer has previously approved or agreed to in writing or which arises as a result of a Buyer Group Member taking or refusing to take certain action within their control required under any Transaction Document in respect of a Company Group Member or the Business;
- (e) arising as a result of any applicable change in law, regulation, Accounting Standards or generally accepted accounting principles or the interpretation of any such standards or principles, or policy of a Government Agency; or
- (f) arising from any outbreak or escalation of war (whether or not declared) or major hostilities, an act of God, lightning, storm, flood, fire, earthquake or explosion, cyclone, tidal wave, landslide, other natural disaster or adverse weather conditions or the like.

Sellers' Representative means David Collins, or any other person nominated by the incumbent Sellers' Representative or the Sellers as a replacement by reasonable prior notice to the Buyer.

Sellers' Warranties means the warranties given by the Sellers in Schedule 4 and **Seller Warranty** means any one of them.

Share Consideration means the number of new Buyer Shares that is determined from the following formula:

$$A = B \times \left(\frac{57\%}{43\%} \right)$$

where:

- (a) **A** is the total number of new Buyer Shares that the Sellers are entitled to; and
- (b) subject to clause (c) below, **B** is the agreed total number of Buyer Securities on issue immediately prior to Completion, as set out in column 2 of Schedule 6 and described in column 1 of Schedule 6 as "Total Buyer Securities on issue", being 711,781,317,

it being acknowledged and agreed by the parties that:

- (c) all existing Buyer Securities, including employee options, performance rights and long-term incentives of the Buyer as at Completion will be treated as Buyer Shares for the purposes of calculating the total number of Buyer Shares on issue immediately prior to Completion.

Single Claim has the meaning given in clause 11.4(a).

SSA Claim means any Claim under or in connection with this Agreement, including any Warranty Claim or Tax Subject Claim.

Sunset Date means 31 August 2024 at 5.00 pm.

Systems has the meaning given in Seller Warranty 18.1 of Schedule 4.

Tax means:

- (a) a tax, GST, levy, charge, impost, deduction, withholding or Duty imposed or levied by any Government Agency or required to be remitted to, or collected, withheld or assessed by, any Government Agency; and
- (b) any interest, expense, fine, penalty, charge or other amount which is imposed in relation to those amounts.

Tax Benefit means any refund, credit, offset, relief, allowance, exemption, deduction, rebate, recoupment, compensation, right to repayment or other benefit or saving in relation to Tax (including any carry forward Tax losses that accrue before Completion or become available before Completion).

Tax Cost means all costs, and expenses incurred in:

- (a) managing an inquiry, investigation or audit by a Government Agency in relation to Tax or Duty;
- (b) evaluating or conducting any Disputing Action in relation to a Tax Demand, including costs and expenses of a Third Party; or
- (c) conducting any litigation, dispute, administrative process or similar action in relation to Tax or Duty,

but does not include Tax or Duty.

Tax Demand means:

- (a) an assessment, deemed assessment or notice (including a notice of adjustment of loss), GST return or demand issued by or on behalf of a Government Agency as a result of which the Company Group is liable to make a payment for Tax or Duty;
- (b) any document received from a Government Agency administering any Tax or Duty assessing, imposing, claiming or indicating an intention to claim any Tax or Duty;
- (c) lodgement of a Tax return or a request for an amendment under a law about self-assessment of Tax or Duty; or
- (d) a demand for or a notice of an amount payable by the Company Group under a Tax Sharing Agreement or a Tax Funding Agreement.

Tax Funding Agreement means an agreement that provides for the funding of Tax Related Liabilities of a Head Company by the subsidiary members of a Consolidated Group.

Tax Indemnity means the indemnities set out in clause 10.12 and clause 10.13 (as applicable).

Tax Law means any law relating to either Tax or Duty as the context requires.

Tax Related Liabilities means the tax related liabilities set out in the table in section 721-10(2) of the 1997 Act.

Tax Sharing Agreement means a valid tax sharing agreement entered into pursuant to section 721-25 of the 1997 Act.

Tax Subject Claim means a Claim relating to a Tax Indemnity or a breach of a Tax Warranty.

Tax Warranties means the Sellers' Warranties set out in Part C of Schedule 4 and the Buyer's Warranties set out in Part C of Schedule 5 and **Tax Warranty** means any one of them.

Third Party Claim means a Claim against a Buyer Group Member or a Company Group Member by a Third Party that gives or may give rise to an SSA Claim.

Third Party means any person or entity (including a Government Agency) other than a Seller, a Buyer Group Member or a Company Group Member.

Third Party IP means:

- (a) for the purposes of the Seller Warranties, any Intellectual Property Rights used by a Company Group Member in the conduct of, or forming part of, the Business that are owned by a Third Party; or
- (b) for the purposes of the Buyer Warranties, any Intellectual Property Rights used by a Buyer Group Member in the conduct of, or forming part of, the Buyer Group Business that are owned by a Third Party.

Third Party Payer has the meaning given in clause 11.14.

Timetable means the indicative timetable for the implementation of the Transaction as set out in Schedule 7.

Title and Capacity Warranties means the Sellers' Warranties set out in Part A of Schedule 4 and the Buyer's Warranties set out in Part A of Schedule 5.

Transaction means the sale and purchase of the Sale Shares under this Agreement.

Transaction Costs mean:

- (a) due diligence and legal costs of and incidental to the preparation, negotiation and execution of any Transaction Documents (excluding GST);
- (b) any Duty payable on the Transaction Documents; and
- (c) advisory costs of and incidental to the preparation, negotiation and execution of any Transaction Documents (excluding GST).

Transaction Documents means:

- (a) this Agreement;
- (b) the Confidentiality Agreement;
- (c) the Employment Agreement;
- (d) the Escrow Deeds;
- (e) any other documents which the Buyer and the Sellers' Representative agree in writing are Transaction Documents for the purposes of this Agreement; and
- (f) each document entered into or provided in connection with any of the documents described in paragraphs (a) to (e).

Trust means, in respect of a Trustee Seller, the trust or fund as trustee of which the Trustee Seller enters into this Agreement, as set out in column one of Schedule 1.

Trust Deed means, in respect of a Trust, the trust deed and any other documents constituting the Trust.

Trustee Seller means a Seller that enters into this Agreement in its capacity as trustee of a Trust, as set out in column one of Schedule 1.

Warranties means the Sellers' Warranties and the Buyer's Warranties

Warranty Claim means a Claim in respect of the General Indemnities or a breach of the Warranties (as applicable).

Interpretation

1.2 In this Agreement:

- (a) unless the context otherwise requires, a reference to:
 - (i) dollars or "\$" is to Australian dollars, the lawful currency of the Commonwealth of Australia;
 - (ii) the singular includes the plural and vice versa;
 - (iii) a gender includes all genders;
 - (iv) a document (including this Agreement) is a reference to that document (including any schedules or annexures) as amended, consolidated, supplemented, novated or replaced;
 - (v) an agreement includes any undertaking, representation, deed, agreement or legally enforceable arrangement or understanding whether written or not;

- (vi) parties means the parties to this Agreement;
- (vii) an item, recital, clause, Schedule or Annexure is to an item, recital, clause, schedule or annexure of or to this Agreement;
- (viii) a notice means all notices, consents, approvals, demands, requests, nominations or other communications given by one party to another under or in connection with this Agreement;
- (ix) a person (including any party) includes:
 - (A) an individual, company, other body corporate, association, partnership, firm, joint venture, trust or Government Agency as the case requires; and
 - (B) the person's successors, permitted assigns, executors and administrators;
- (x) a law:
 - (A) includes a reference to any constitutional provision, subordinate legislation, treaty, decree, convention, statute, regulation, rule, ordinance, proclamation, by-law, judgment, rule of common law or equity or rule of any applicable stock exchange;
 - (B) subject to clause 27.24, is a reference to that law as amended, consolidated, supplemented or replaced; and
 - (C) includes a reference to any regulation, rule, ordinance, proclamation, by-law or judgment made under that law;
- (xi) liquidation includes official management, appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding up, dissolution, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death;
- (xii) a body, other than a party to this Agreement (including an institute, association or authority), whether statutory or not:
 - (A) which ceases to exist; or
 - (B) whose powers or functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (xiii) proceedings includes litigation, arbitration and investigation;
- (xiv) time is to Sydney time;
- (xv) day is to a day in Sydney;
- (xvi) the words "including" or "includes" means "including, but not limited to" or "includes, without limitation", respectively;
- (xvii) an officer of:

- (A) a corporation, means an officer of a corporation as defined in paragraphs (a) and (b) of the definition of that term in section 9 of the Corporations Act; or
- (B) an entity that is neither an individual nor a corporation, means an officer of an entity that is neither an individual nor a corporation as defined in paragraphs (a), (b) and (c) of the definition of that term in section 9 of the Corporations Act;
- (xviii) a “matter” is a reference to a fact, matter, circumstance, transaction or event (including any omission to act);
- (xix) an omission includes any failure to:
 - (A) make any claim, election, surrender, choice or disclaimer; or
 - (B) give any notice or consent or do any other thing,
 whether or not required by law, and including, in each case, any claim, election, surrender, choice, disclaimer, notice, consent or other thing that should reasonably have been made or done; and
- (xx) a document in the agreed form is a reference to that document in the form agreed by the Buyer and the Sellers’ Representative on or before the date of this Agreement;
- (b) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) headings are for convenience only and do not affect interpretation;
- (d) if a payment or other act must (but for this clause) be made or done on a day which is not a Business Day, then it must be made or done on the next Business Day; and
- (e) if a period must be calculated from, after or before a day or the day of an act or event, it must be calculated excluding that day.

1.3 This Agreement may not be construed adversely to a party only because that party was responsible for preparing it.

Payments

1.4 All payments required to be made under this Agreement must be made:

- (a) by direct transfer of Immediately Available Funds, to:
 - (i) in the case of a payment to the Sellers or any Seller, the bank account(s) notified by the Sellers’ Representative to the Buyer at least two Business Days before the date of payment; and
 - (ii) in the case of a payment to the Buyer, the bank account notified by the Buyer to the Sellers’ Representative at least two Business Days before the date of payment;
- (b) not later than 5.00 pm on the due date for payment. Any payment made under this Agreement after 5.00 pm on any date will be taken to have been made on the next Business Day after the date on which payment was made; and

- (c) in the case of a payment by or to the Sellers (collectively), by or to each Seller in its Respective Proportion,

or in any other manner agreed in writing by the Buyer and the Sellers' Representative.

- 1.5 Subject to clause 27.8, any amount payable under this Agreement (including under an indemnity) must be paid unconditionally and in full without any counterclaim, set-off, deduction or withholding, except to the extent that any set-off, deduction or withholding is required by law.

Rights and liabilities of Sellers

- 1.6 Except if expressly stated to the contrary, but otherwise despite any other provision of this Agreement:
- (a) an obligation expressed as an obligation of 'the Sellers' collectively (or any similar formulation in relation to all Sellers) binds all Sellers severally only and not jointly such that each Seller is severally liable in their Respective Proportions in respect of the obligation and any breach of the obligation;
 - (b) an obligation expressed as an obligation of an individual Seller (including each Title and Capacity Warranty in respect of that Seller), and any liability in respect of breach of such an obligation, is an obligation and liability of that Seller alone and not the other Seller (and the other Seller will have no liability in respect of any such obligation); and
 - (c) an obligation expressed in favour of any one or more Sellers (including 'the Sellers' collectively) is an obligation to each of the referenced Sellers severally, however any express right, power or discretion of more than one Seller (including 'the Sellers' collectively) must be exercised by all of the relevant Sellers together,

and for the purposes of this clause 1.6 an 'obligation' includes any promise, covenant, undertaking, commitment, or warranty.

Knowledge

- 1.7 Where any Seller Warranty is qualified by the expression **to the Sellers' knowledge** or any similar expression referring to the Sellers' awareness, knowledge or belief, the parties agree that the Sellers' knowledge is limited to matters of which any Seller Key Person is actually aware or would be aware after making reasonable enquiries (including enquiries of each other, each Seller Key Person's direct reports and relevant Representatives of any Company Group Member), immediately before the date of this Agreement.

2. Sale and purchase

Sale and purchase

- 2.1 The Sellers agree to sell, and the Buyer agrees to purchase, the Sale Shares on the terms of this Agreement.

Title and risk

- 2.2 Title to and risk in the Sale Shares passes to the Buyer on and from Completion.

Free from Security Interests

- 2.3 The Sellers must sell the Sale Shares, and the Sale Shares must be transferred to the Buyer, free from all Security Interests and with all rights attached to them on and from Completion.

All of the Sale Shares

- 2.4 No party is obliged to complete the sale and purchase of any of the Sale Shares unless the sale and purchase of all the Sale Shares is completed simultaneously in accordance with this Agreement.

Consideration

- 2.5 The total consideration for the Sale Shares to be paid by the Buyer to the Sellers is the Purchase Price.
- 2.6 The Purchase Price will be paid as follows:
- (a) by way of the issue by the Buyer of the Share Consideration to the Sellers on Completion; and
 - (b) any adjustments to the Purchase Price must be made in accordance with clauses 11.20 or 12 (as applicable).
- 2.7 Any adjustments to the Purchase Price payable by the Buyer or the Sellers in accordance with clauses 11.20 or 12 (as applicable) will be payable in Immediately Available Funds.

Share Consideration

- 2.8 On Completion, the Buyer must issue, or procure the issue of, the Share Consideration to each Seller in their Respective Proportion.
- 2.9 Each Seller agrees to:
- (1) become a member of the Buyer and subscribe for the Share Consideration issued to it at Completion;
 - (2) have its name and address entered into the Buyer's share register as the holder of the Share Consideration; and
 - (3) be bound by the Buyer's constitution as a shareholder of the Buyer.
- 2.10 This Agreement serves as an application by each Seller for the allotment and issue of the Share Consideration to which it is entitled. The parties agree that it will accordingly not be necessary for any separate additional application to be provided for the relevant shares.
- 2.11 Subject to Completion occurring, the Buyer must procure that a shareholding statement is issued to each Seller in respect of the relevant Share Consideration.
- 2.12 The Buyer must ensure that:
- (1) the Share Consideration will rank equally with all existing Buyer Shares; and
 - (2) on issue, the Share Consideration will be fully paid and free from any Security Interest.

Waiver of restrictions on transfer

- 2.13 Each Seller confirms that it consents to the Transaction, and by entering into this Agreement waives all restrictions on transfer, including pre-emptive rights, in respect of the transfers of

Sale Shares contemplated by this Agreement (whether under the constitution of the Company, any shareholders agreement or otherwise).

3. Conditions

Conditions to Completion

3.1 Clauses 2 and 7 are not binding on the parties and have no force or effect, and Completion will not take place, unless and until each of the following Conditions is satisfied or, where applicable, waived:

No.	Condition	Responsible party	Party entitled to benefit
(a)	(ASIC and ASX Approval) ASX having been notified of the Transaction pursuant to ASX Listing Rule 11.1, and each of ASIC and ASX issue or provide all relief, waivers, confirmations, exemptions, consents or approvals, and do all other acts, necessary, or which the Buyer and each Seller agree (each acting reasonably) are desirable, to implement the Transaction, either unconditionally or on conditions (including any undertakings) that are acceptable to the Buyer and each Seller (each acting reasonably);	Buyer	Buyer and Sellers
(b)	(Buyer Shareholder Approval) the Buyer Shareholders approve the Buyer Shareholder Resolutions;	Buyer	Buyer and Sellers
(c)	(Official Quotation) in response to a request from the Buyer, ASX has not indicated to the Buyer prior to the date on which all other Conditions have been satisfied or waived in accordance with clause 3.7 that it will not grant permission for the official quotation of the Share Consideration;	Buyer	Sellers
(d)	(Consents in respect of the Company Group) each Consenting Counterparty providing written consent, for the purpose of the relevant Company Consent Contract, to any change in control of the Company arising from the Transaction or (if such consent is not required) confirmation that it does not object to the Transaction, in each case on terms acceptable to the Buyer (acting reasonably);	Sellers	Buyer and Sellers
(e)	(Consents in respect of the Buyer) each Consenting Counterparty providing written consent, for the purpose of the relevant Buyer Consent Contract, to any change in control of the Buyer arising from the Transaction or (if such	Buyer	Buyer and Sellers

No.	Condition	Responsible party	Party entitled to benefit
	consent is not required) confirmation that it does not object to the Transaction, in each case on terms acceptable to the Sellers (acting reasonably);		
(f)	(Buyer Material Adverse Event) there having been no Buyer Material Adverse Event between the date of this Agreement and the Completion Date; and	Buyer	Sellers
(g)	(Sellers Material Adverse Event) there having been no Sellers Material Adverse Event between the date of this Agreement and the Completion Date.	Sellers	Buyer
(h)	(Rollover relief) If required, a draft ruling from the Australian Tax Office confirming that scrip-for-scrip rollover relief under subdivision 124-M of 1997 Act will be available for the Sellers in respect of the Share Consideration.	Sellers	Sellers

Reasonable endeavours to satisfy

- 3.2 Each party must use its reasonable endeavours to ensure that the Conditions for which it is responsible (as identified in clause 3.1):
- (a) are satisfied as soon as reasonably practicable; and
 - (b) continue to be satisfied at all times until Completion.
- 3.3 Each party must provide all reasonable assistance and information to the other parties as is necessary to satisfy the Conditions.
- 3.4 In respect of the Condition in clause 3.1(a) (ASIC and ASX Approval), a condition imposed by ASX that requires the Sellers to enter into escrow arrangements restricting dealings in the Share Consideration will be regarded as acceptable to the Buyer and each Seller.

Status of Conditions

- 3.5 Each party must keep each other party reasonably informed of the progress towards satisfaction of the Conditions.
- 3.6 The Sellers must notify the Buyer or the Buyer must notify the Sellers' Representative (as applicable) within two Business Days of becoming aware that any Condition for which they are responsible (as identified in clause 3.1) is satisfied or cannot be satisfied and provide reasonable evidence of that matter.

Waiver of Conditions

- 3.7 A Condition may only be waived in writing by the party or parties (as applicable) entitled to the benefit of that Condition (as identified in clause 3.1).

- 3.8 A Condition for the benefit of both the Buyer and the Sellers (as identified in clause 3.1) is only waived if waived by written agreement between both the Buyer and the Sellers.
- 3.9 A Condition may be waived in whole or in part (so that, for example, if a Condition requires consents in relation to multiple contracts it may be waived in relation to only some of them).
- 3.10 For the avoidance of doubt, the Condition in clause 3.1(b) (Buyer Shareholder Approval) can be waived other than the resolution of the Buyer Shareholders for the purpose of approving the Transaction on substantially the basis set out in Item 1 of Schedule 3.
-

4. Termination

Termination for failure of Condition

- 4.1 The Buyer may terminate this Agreement by notice to the Sellers' Representative, and the Sellers may terminate this Agreement by notice to the Buyer, at any time before Completion if:
- (a) any Condition:
 - (i) has become incapable of being satisfied and has not been waived in accordance with clause 3.7 or 3.8 within five Business Days of any party requesting the Condition be waived; or
 - (ii) has not been satisfied or waived in accordance with clause 3.7 or 3.8 before the Sunset Date (or any later date and time the Buyer and the Sellers' Representative agree in writing); and
 - (b) the terminating party has complied with its obligations under this clause 3.

Termination for Insolvency Event

- 4.2 The Sellers may terminate this Agreement by notice to the Buyer at any time before Completion if an Insolvency Event occurs in respect of any material operating Buyer Group Member.
- 4.3 The Buyer may terminate this Agreement by notice to the Sellers' Representative at any time before Completion if an Insolvency Event occurs in respect of any Seller, Covenantor or any material operating Company Group Member.

Termination for material breach

- 4.4 Other than in respect of a breach of a Warranty (which is dealt with in clauses 4.8 and 4.9), the Sellers or the Buyer may terminate this Agreement by written notice to the other party at any time before Completion if:
- (a) the other party has materially breached this Agreement and the relevant breach is material in the context of the Transaction taken as a whole;
 - (b) the terminating party has given written notice to the party in breach of this Agreement setting out the relevant circumstances and stating an intention to terminate this Agreement; and
 - (c) the other party has failed to remedy the breach within 10 Business Days after the date on which the notice is given (in which case termination under this clause 4.4 will take effect at the expiry of that period).

- 4.5 The Sellers may terminate this Agreement by written notice to the Buyer at any time before Completion if any Buyer director:
- (a) fails to recommend or continue to recommend that the Buyer Shareholders vote in favour of the Buyer Shareholder Resolutions in the manner described in clause 6.8;
 - (b) changes, withdraws or adversely modifies their recommendation to vote in favour of the Buyer Shareholder Resolutions in the manner described in clause 6.8; or
 - (c) makes any public statement:
 - (i) to the effect that they do not support (or no longer support) the Transaction; or
 - (ii) recommending that the Buyer Shareholders accept or vote in favour of a Buyer Competing Proposal (but excluding a statement that no action should be taken by the Buyer Shareholders pending the assessment of a Buyer Competing Proposal by the Buyer Board or the completion of the matching right process set out in clause 17.6),

in each case, for any reason and whether or not permitted under this Agreement.

- 4.6 The Buyer may terminate this Agreement by written notice to the Sellers at any time before Completion if a majority of the Buyer Board:
- (a) fails to recommend or continue to recommend that the Buyer Shareholders vote in favour of the Buyer Shareholder Resolutions in the manner described in clause 6.8;
 - (b) changes, withdraws or adversely modifies their recommendation to vote in favour of the Buyer Shareholder Resolutions in the manner described in clause 6.8; or
 - (c) makes any public statement:
 - (i) to the effect that they do not support (or no longer support) the Transaction; or
 - (ii) recommending that the Buyer Shareholders accept or vote in favour of a Buyer Competing Proposal (but excluding a statement that no action should be taken by the Buyer Shareholders pending the assessment of a Buyer Competing Proposal by the Buyer Board or the completion of the matching right process set out in clause 17.6),

in each case, where expressly permitted by, and in accordance with, this Agreement.

- 4.7 A failure to recommend, or a withdrawal, change, or adverse modification of a recommendation, or a statement made of a kind referred to in clause 4.5(c)(ii), due to a court or ASIC requirement that a Buyer Board member abstains from making a recommendation will be disregarded under clauses 4.5 and 4.6.

Termination for material breach of a Warranty

- 4.8 The Sellers may, at any time before Completion, terminate this Agreement by written notice to the Buyer for breach of a Buyer Warranty only if:
- (a) the Sellers have given written notice to the Buyer setting out the relevant circumstances and stating an intention to terminate;
 - (b) the relevant breach continues to exist 10 Business Days after the date on which the notice is given under clause 4.8(a); and

- (c) the relevant breach is material in the context of the Transaction taken as a whole.
- 4.9 The Buyer may, at any time before Completion, terminate this Agreement by written notice to the Sellers' Representative for breach of a Seller Warranty only if:
- (a) the Buyer has given written notice to the Sellers' Representative setting out the relevant circumstances and stating an intention to terminate;
 - (b) the relevant breach continues to exist 10 Business Days after the date on which the notice is given under clause 4.9(a); and
 - (c) the relevant breach is material in the context of the Transaction taken as a whole.

Effect of termination

- 4.10 If this Agreement is terminated by any party, then in addition to any other rights, powers or remedies provided at law or in equity:
- (a) each party is released from its obligations under this Agreement other than under clauses 1, 4, 11, 15, 18, 19, 21, 22, 23, 24, 25 and 27 (except 27.12) (which clauses survive termination of this Agreement) and any other obligations that are expressed to, or by their nature, survive termination;
 - (b) subject to clauses 18.5 and 19.5, each party retains the rights it has against any other party in connection with any breach or Claim that has arisen on or before termination; and
 - (c) in all other respects, all future obligations of the parties under this Agreement will immediately terminate and be of no further force and effect including any further obligations in respect of the Transaction.
- 4.11 The Buyer may not terminate or rescind this Agreement, except as expressly provided in this Agreement.

5. Before Completion

Sellers conduct of business

- 5.1 Subject to clause 5.2, on and from the date of this Agreement until Completion:
- (a) the Sellers must, and must procure that each Company Group Member will, carry on the Business in the ordinary course and in substantially the same manner as it was carried on in the 12 months before the date of this Agreement; and
 - (b) the Sellers must procure that each Company Group Member will not:
 - (i) enter into any joint venture, partnership, consortium, profit sharing arrangement or unincorporated association with any person;
 - (ii) alter or replace its constitution;
 - (iii) issue (or agree to issue) any securities;
 - (iv) enter into any written contract which will require total payments of more than the threshold permitted under the Company Group Delegation Framework by the Company Group Member to any person other than a Company Group Member over the term of the contract;

- (v) incur capital expenditure of more than the threshold permitted under the Company Group Delegation Framework in aggregate;
- (vi) pass any resolution for the winding up or dissolution of the Company Group Member;
- (vii) amalgamate, merge or consolidate the Company Group Member with any other entity;
- (viii) create a Security Interest over, sell, transfer, lease or otherwise dispose of any securities or Assets, other than Permitted Security Interests, disposals of no more than the threshold permitted under the Company Group Delegation Framework or disposals in the ordinary course of the Business;
- (ix) commence, waive, release, settle or discount any Claim for an amount of more than the threshold permitted under the Company Group Delegation Framework;
- (x) purchase, lease or otherwise acquire any individual asset with a value of more than the threshold permitted under the Company Group Delegation Framework, other than in the ordinary course of the Business;
- (xi) institute significant changes in accounting, Tax or Duty policies, practices or principles, other than a change in accordance with a change required by the Accounting Standards or required by law (as applicable);
- (xii) make any Tax or Duty election or settles or compromises any Tax or Duty Liability, unless that election, settlement or compromise is required by law, or is in the ordinary course of the Business and consistent with the Company Group's past practices;
- (xiii) distribute or return any capital or pay or declare any dividend to its members or undergo any capital reorganisation or change in its capital structure, other than the Permitted Dividend;
- (xiv) vary in any respect, surrender, fail to renew or permit to lapse any material Authorisation or otherwise do or omit to do anything that causes the Business or the Company Group to cease to have the benefit of such Authorisation;
- (xv) except in the ordinary course of the Business or for cause, terminate the employment of, or materially change the employment contract of, any Employee where the total annual employment cost of the Employee is more than the threshold permitted under the Company Group Delegation Framework;
- (xvi) engage any person as a casual, part time or full time employee of the Company Group or as an independent contractor to provide services to the Company Group, with a total annual employment or engagement cost of more than the threshold permitted under the Company Group Delegation Framework;
- (xvii) vary in a material respect or voluntarily terminate any material customer or supply contract of the Company Group;
- (xviii) enter into, terminate or amend or waive any rights under or fail to enforce, any legally binding contract, agreement or arrangement (whether written or unwritten) with a Related Body Corporate;

- (xix) cancel or fail to renew any insurance policy of the Company Group unless, subject to the continuing availability of insurance to the Company Group on commercially reasonable terms, a replacement policy (on terms no less favourable to the Company Group) has been put in place;
- (xx) guarantee, indemnify or provide security for the obligations of any person or request or obtain any bank guarantee, letter of credit or other credit support from a financial institution;
- (xxi) grant any credit or loans, other than under existing facilities, credit given in the ordinary course of the Business or advances made to Employees against expenses incurred by them on behalf of the Company Group Member;
- (xxii) incur any Financial Indebtedness other than Permitted Financial Indebtedness (and other than dealings with trade creditors in the ordinary course of the Business or drawing down under any existing Financial Indebtedness), cancel any Financial Indebtedness owed to the Company Group or waive any claims or rights in respect of any such Financial Indebtedness; or
- (xxiii) agree to do any of the matters listed in clauses 5.1(b)(i) to 5.1(b)(xxii).

5.2 Nothing in clause 5.1 prevents any Seller or Company Group Member from taking any action or making any omission that is:

- (a) approved in writing by the Buyer;
- (b) required or permitted by a Transaction Document;
- (c) Disclosed in the Sellers Disclosure Material; or
- (d) considered appropriate by the Company Group Member, acting reasonably:
 - (i) in order to comply with its contractual obligations at the date of this Agreement, its obligations under law or the requirements of a Government Agency; or
 - (ii) in response to an emergency or disaster affecting the Company Group Member or the Business (including a risk of personal injury or material damage to property).

5.3 The Buyer must act reasonably and in good faith when considering any request for its approval under clause 5.2(a). The Buyer will be taken to have given its approval for the purposes of clause 5.2(a) if the Buyer does not notify the Sellers' Representative that it refuses its approval:

- (a) within two Business Days after being notified by the Sellers' Representative of a proposed action in respect of a matter which could result in a material Liability for the Company Group or the Business; or
- (b) in any other case, within five Business Days after being notified by the Sellers' Representative of a proposed action.

Buyer conduct of business

5.4 Subject to clause 5.5, on and from the date of this Agreement until Completion:

- (a) the Buyer must, and must procure that each Buyer Group Member will, carry on the Buyer Group Business in the ordinary course and in substantially the same manner as it was carried on in the 12 months before the date of this Agreement; and
- (b) the Buyer must not and must procure that each Buyer Group Member will not:
 - (i) enter into any joint venture, partnership, consortium, profit sharing arrangement or unincorporated association with any person;
 - (ii) alter or replace its constitution;
 - (iii) issue (or agree to issue) any securities (other than on vesting or exercise of, or in respect of, an issued or granted Buyer Equity Incentive);
 - (iv) enter into any written contract which will require total payments of more than the threshold permitted under the Buyer Group Delegation Framework by the Buyer Group Member to any person other than a Buyer Group Member over the term of the contract;
 - (v) incur capital expenditure of more than the threshold permitted under the Buyer Group Delegation Framework in aggregate;
 - (vi) pass any resolution for the winding up or dissolution of the Buyer Group Member;
 - (vii) amalgamate, merge or consolidate the Buyer Group Member with any other entity;
 - (viii) create a Security Interest over, sell, transfer, lease or otherwise dispose of any securities or its assets, other than disposals of no more than the threshold permitted under the Buyer Group Delegation Framework or disposals in the ordinary course of the business;
 - (ix) commence, waive, release, settle or discount any Claim for an amount of more than the threshold permitted under the Buyer Group Delegation Framework;
 - (x) purchase, lease or otherwise acquire any individual asset with a value of more than the threshold permitted under the Buyer Group Delegation Framework other than in the ordinary course of the Buyer Group Business;
 - (xi) institute significant changes in accounting, Tax or Duty policies, practices or principles, other than a change in accordance with a change required by the Accounting Standards or required by law (as applicable);
 - (xii) make any Tax or Duty election or settles or compromises any Tax or Duty Liability, unless that election, settlement or compromise is required by law, or is in the ordinary course of the Buyer Group Business and consistent with the Buyer Group's past practices;
 - (xiii) distribute or return any capital or pay or declare any dividend to its members or undergo any capital reorganisation or change in its capital structure;

- (xiv) vary in any respect, surrender, fail to renew or permit to lapse any material Authorisation or otherwise do or omit to do anything that causes the Buyer Group to cease to have the benefit of such Authorisation;
- (xv) except in the ordinary course of the Buyer Group Business or for cause, terminate the employment of, or materially change the employment contract of, any of its employees, where the total annual employment cost of the employee is more than the threshold permitted under the Buyer Group Delegation Framework;
- (xvi) engage any person as a casual, part time or full time employee of the Buyer Group or as an independent contractor to provide services to the Buyer Group, with a total annual employment or engagement cost of more than the threshold permitted under the Buyer Group Delegation Framework;
- (xvii) vary in a material respect or voluntarily terminate any material customer or supply contract of the Buyer Group;
- (xviii) enter into, terminate or amend or waive any rights under or fail to enforce, any legally binding contract, agreement or arrangement (whether written or unwritten) with a Related Body Corporate;
- (xix) cancel or fail to renew any insurance policy of the Buyer Group unless, subject to the continuing availability of insurance to the Buyer Group on commercially reasonable terms, a replacement policy (on terms no less favourable to the Buyer Group) has been put in place;
- (xx) guarantee, indemnify or provide security for the obligations of any person or request or obtain any bank guarantee, letter of credit or other credit support from a financial institution;
- (xxi) grant any credit or loans, other than under existing facilities, credit given in the ordinary course of the Buyer Group Business or advances made to its employees against expenses incurred by them on behalf of the Buyer Group Member;
- (xxii) incur any Financial Indebtedness other than Permitted Financial Indebtedness (and other than dealings with trade creditors in the ordinary course of the Buyer Group Business or drawing down under any existing Financial Indebtedness), cancel any Financial Indebtedness owed to the Buyer Group or waive any claims or rights in respect of any such Financial Indebtedness; or
- (xxiii) agree to do any of the matters listed in clauses 5.4(b)(i) to 5.4(b)(xxii).

5.5 Nothing in clause 5.4 prevents the Buyer Group Member from taking any action or making any omission that is:

- (a) approved in writing by the Sellers' Representative;
- (b) required or permitted by a Transaction Document;
- (c) Disclosed in the Buyer Disclosure Material; or
- (d) considered appropriate by the Buyer Group Member, acting reasonably:
 - (i) in order to comply with its contractual obligations at the date of this Agreement, its obligations under law or the requirements of a Government Agency; or

- (ii) in response to an emergency or disaster affecting the Buyer Group Member or the Buyer Group Business (including a risk of personal injury or material damage to property).

5.6 The Sellers' Representative must act reasonably and in good faith when considering any request for its approval under clause 5.4(a). The Sellers' Representative will be taken to have given its approval for the purposes of clause 5.4(a) if the Sellers' Representative does not notify the Buyer that it refuses its approval:

- (a) within two Business Days after being notified by the Buyer of a proposed action in respect of a matter which could result in a material Liability for the Buyer Group; or
- (b) in any other case, within five Business Days after being notified by the Buyer of a proposed action.

Guarantees

5.7 The Sellers and the Buyer must each use their best endeavours to ensure that, effective on and from Completion, any Seller or Related Entity of a Seller that has provided a Guarantee in relation to the Liabilities of the Company Group is released from all Liabilities under that Guarantee, including by the Buyer providing or procuring a replacement Guarantee by a Buyer Group Member.

5.8 If a Seller or Related Entity of a Seller has not been released from a Guarantee in relation to the Liabilities of the Company Group by Completion, the Buyer must continue to comply with clause 5.7, and indemnifies the relevant Seller or Related Entity of the Seller against all Claims arising directly or indirectly out of or in connection with that Guarantee in respect of any matter occurring on or after Completion.

Related party amounts

5.9 On or before Completion, the Sellers must ensure that any amounts outstanding (whether or not due or payable) from or to a Company Group Member to or from any Seller, Related Entity or Related Body Corporate of any Seller (excluding the Company Group Member) are paid or discharged in full, unless otherwise agreed in writing by the Buyer and the Sellers' Representative.

Access to the business before Completion

5.10 Subject to clauses 5.11 and 5.12, during the period between the date of this Agreement up to the earlier of Completion and termination of this Agreement, the Sellers and the Buyer (**Relevant Party**) must, subject to compliance with all applicable laws, procure that the other party and its advisers (**Accessing Parties**):

- (a) are promptly provided with copies of:
 - (i) all management reports, financial reports and operational updates provided to the directors or shareholders of the Company Group or Buyer Group (as applicable); and
 - (ii) any other information reasonably requested by the Accessing Parties for the purpose of completing the Transaction and communications with any Government Agencies in respect of the Transaction;
- (b) are given reasonable access during normal business hours and on reasonable notice, to the assets, premises, books and records of the Company Group or Buyer Group (as applicable); and

- (c) have reasonable access to senior management of the Company Group or Buyer Group (as applicable).

5.11 The Accessing Parties must ensure that:

- (a) any persons provided with access referred to in clause 5.10 comply with the reasonable requirements of the Relevant Party in respect of the access and do not interfere with the business or operations of the Company Group or Buyer Group (as applicable); and
- (b) the access will not result in any Company Group Member or Buyer Group Member (as applicable) breaching any law, requirement of a Government Agency or contractual or equitable obligation, or prejudicing any rights to legal professional privilege.

5.12 Clause 5.10 does not apply in respect of the medical consumables businesses of the Company Group and the Buyer Group.

5.13 The Accessing Parties acknowledge and agree that:

- (a) all information obtained by them as a result of such access is subject to clause 15;
- (b) no representation or warranty of any kind is given in relation to any such information, except as expressly provided in this Agreement; and
- (c) no Relevant Person has any Liability in connection with such access.

Buyer Equity Incentives

5.14 The Buyer confirms and the Sellers acknowledge that the Buyer must put in place arrangements and take the following actions as is necessary to ensure that, before Completion, all Buyer Equity Incentives will vest or lapse in accordance with their terms such that there are no outstanding Buyer Equity Incentives which have not been converted to Buyer Shares on issue as at the Completion Date, and in relation to those Buyer Equity Incentives that will vest:

- (a) the Buyer Board will accelerate the vesting of, or waive any vesting conditions or vesting periods applying to, any or all Buyer Equity Incentives (subject to the proper exercise of the Buyer Board's discretion); and
- (b) the Buyer will issue or procure the issue or transfer of such number of Buyer Shares as required by the terms of the Buyer Equity Incentives before the Completion Date.

5.15 For the avoidance of doubt, the exercise of any discretion by the Buyer Board, or any other action, which is made in accordance with this clause 5.14, will not be a breach of any provision of this Agreement, or give rise to any right to terminate this Agreement.

6. Co-operation

Good faith and reasonable endeavours

6.1 Each party must work in good faith and use its reasonable endeavours to give effect to the Transaction and must execute all documents and do all acts and things as may be necessary or desirable for the implementation of the Transaction, including to:

- (a) ascertain the capital structure of the Buyer effective on and from Completion; and

- (b) seek any necessary ASX or ASIC approvals or relief in connection with the Transaction,

in accordance with the Timetable, subject to compliance with their respective obligations, powers and duties under this Agreement, their constituent documents and all applicable laws and the proper performance by the directors of each of Buyer and the Company of their fiduciary duties.

ACCC Intervention

- 6.2 The Sellers will notify the ACCC of the Transaction as soon as practicable after the date of this Agreement if they have not already done so prior to the date of this Agreement.
- 6.3 Each of the Buyer and the Sellers must, acting in good faith and except to the extent that the ACCC requires otherwise, promptly notify each other of all material communications between that party (or any of its Representatives or its Related Bodies Corporate) and the ACCC in connection with the Transaction.
- 6.4 If an ACCC Intervention occurs:
 - (a) the Seller will provide the Buyer with all reasonable assistance and necessary information as the Buyer may reasonably request in connection with its preparation of any filing or submission with respect to the ACCC's review of the Transaction; and
 - (b) the Buyer and the Seller agree to delay the Completion Date until any matters raised by ACCC in relation to the Transaction are resolved (but no later than the Sunset Date) or such other date as agreed by the Buyer and the Seller (acting reasonably) in writing, in which case, the parties must give effect to their obligations under clause 7 on the delayed Completion Date.
- 6.5 For the avoidance of doubt, neither the Seller nor the Buyer may terminate this Agreement because of, or by reason of, an ACCC Intervention unless the ACCC obtains a court order requiring the parties to terminate this Agreement.

Buyer shareholder approvals

- 6.6 Before Completion, the Buyer must take all reasonably necessary steps to obtain shareholder approval to approve the Buyer Shareholder Resolutions in accordance with the Timetable, including doing each of the following:
 - (a) **(Notice of Meeting)** Preparing the Notice of Meeting. The Notice of Meeting must:
 - (i) include a notice of meeting and proxy forms, containing the Buyer Shareholder Resolutions;
 - (ii) include an explanatory memorandum in relation to the Transaction;
 - (iii) include a copy of the Independent Expert's Report;
 - (iv) include a statement that each director of the Buyer Board recommends that Buyer Shareholders vote in favour of the Buyer Shareholder Resolutions, subject to the Independent Expert concluding in the Independent Expert's Report that the Transaction is fair and reasonable to the Buyer Shareholders and in the absence of a Buyer Superior Proposal;
 - (v) include a statement that each director of the Buyer Board who holds or controls Buyer Shares intends to vote those Buyer Shares in favour of the Buyer Shareholder Resolutions, subject to the Independent Expert concluding

in the Independent Expert's Report that the Transaction is fair and reasonable to the Buyer Shareholders and in the absence of a Buyer Superior Proposal; and

- (vi) comply with all applicable laws, including the Corporations Act, applicable ASIC guidance (including RG 74) and policies and the ASX Listing Rules.

(b) **(Consultation)**

- (i) Providing the Sellers' Representative with drafts of the Notice of Meeting including the draft Independent Expert's Report (for the purpose of reviewing its factual accuracy only) and any Regulator Submissions.
- (ii) Consulting with the Sellers in relation to the content and presentation of the Notice of Meeting and draft Regulator Submissions.
- (iii) Giving the Sellers and its Representatives a reasonable opportunity to provide input about the content and presentation of the Notice of Meeting and draft Regulator Submissions.
- (iv) Considering all reasonable comments, requests or suggestions by the Sellers as to the content of the Notice of Meeting and draft Regulator Submissions and obtaining the Sellers' consent to include any information relating to the Company Group or the Sellers in the form and context in which it appears.

- (c) **(Update Buyer Information)** Until the date of the meeting of the Buyer Shareholders to approve the Buyer Shareholder Resolutions, promptly updating the Notice of Meeting with any information that arises after the Notice of Meeting has been dispatched that is necessary to ensure that the Notice of Meeting does not contain any material statement that is false or misleading in a material respect including because of any material omission from that statement. The Buyer must consult with the Sellers as to the content and presentation of the updated or supplementary Notice of Meeting in the manner contemplated by clause 6.6(b).

- (d) **(Engage the Independent Expert)** Engaging the Independent Expert to prepare and provide the Independent Expert's Report for inclusion in the Notice of Meeting, and providing all reasonable assistance and information to the Independent Expert to enable it to do so.

- (e) **(Verification)** Taking reasonable verification processes in relation to the information contained in the Notice of Meeting (other than the Company Information and the Independent Expert's Report) so as to ensure that such information is not misleading or deceptive in any material respect (whether by omission or otherwise).

- (f) **(Confirmation of accuracy)** Before the Notice of Meeting is provided to ASIC and ASX (if applicable) for review, and again before the Notice of Meeting is dispatched to the Buyer Shareholders, confirming in writing to the Sellers' Representative that the Buyer Information in the Notice of Meeting is accurate and is not misleading or deceptive in any material respect, including by way of omission.

- (g) **(Approval of draft for ASIC and ASX)** As soon as practicable after the preparation of an advanced draft of the Notice of Meeting suitable for review by ASIC and ASX (if applicable), procuring that a meeting of the Buyer Board, or of a committee of Buyer Board appointed for this purpose, is convened to consider, and if thought fit, approve, that draft as being in a form appropriate for provision to ASIC and ASX (if applicable) for review.

- (h) **(Liaison with ASIC and ASX)** As soon as practicable after the date of this Agreement:
 - (i) providing an advanced draft of the Notice of Meeting, in a form approved in accordance with clause 6.6(g), to ASIC and ASX (if applicable) for review and approval and:
 - (A) liaising with ASIC and ASX (if applicable) during the period of ASIC's and ASX's consideration of that draft of the Notice of Meeting;
 - (B) keeping the Sellers' Representative informed of any matters raised by ASIC and ASX (if applicable) in relation to the Notice of Meeting, and using all reasonable endeavours in co-operation with the Sellers' Representative to resolve any such matters; and
 - (ii) seeking relief from ASIC under the Corporations Act, or ASX, that the Buyer and the Sellers agree is necessary or desirable to facilitate the Transaction. The Buyer must keep the Sellers' Representative informed of any matters raised by ASIC or ASX in relation to any relief application, and use all reasonable endeavours in co-operation with the Sellers' Representative to resolve any such matters.
- (i) **(Dispatch of Notice of Meeting)** As soon as practicable following ASIC and ASX (if applicable) review of the Notice of Meeting in accordance with clause 6.6(h), dispatching the Notice of Meeting to the Buyer Shareholders.
- (j) **(Shareholder Meeting)** Convening and holding the meeting of the Buyer Shareholders to approve the Buyer Shareholder Resolutions.

Sellers' assistance

6.7 The Sellers must:

- (a) **(Company Information)** As soon as is reasonably practicable after the date of this Agreement, prepare and provide to the Buyer the Company Information for inclusion in the Notice of Meeting, including all information required by the Corporations Act, applicable ASIC guidance (including RG 74) and policies and the ASX Listing Rules, and provide written consent to the Buyer for the inclusion of that information in the Notice of Meeting.
- (b) **(Review of Notice of Meeting)** Review the drafts of the Notice of Meeting prepared by the Buyer and provide comments promptly on those drafts and in good faith.
- (c) **(Verification)** Take reasonable verification processes in relation to the Company Information contained in the Notice of Meeting so as to ensure that such information is not misleading or deceptive in any material respect (whether by omission or otherwise).
- (d) **(Confirmation of accuracy)** Before the Notice of Meeting is provided to ASIC and ASX (if applicable) for review, and again before the Notice of Meeting is dispatched to the Buyer Shareholders, the Sellers' Representative must confirm in writing to the Buyer that the Company Information in the Notice of Meeting is accurate and is not misleading or deceptive in any material respect, including by way of omission.
- (e) **(Update Company Information)** Until the date of the meeting of the Buyer Shareholders to approve the Buyer Shareholder Resolutions, promptly provide to the

Buyer any information that arises after the Notice of Meeting has been dispatched that is necessary to ensure that the Company Information contained in the Notice of Meeting does not contain any material statement that is false or misleading in a material respect including because of any material omission from that statement.

- (f) **(Independent Expert's Report)** Provide any assistance or information reasonably requested by the Buyer or by the Independent Expert in connection with the preparation of the Independent Expert's Report for inclusion in the Notice of Meeting.

Buyer Board recommendation

- 6.8 The Buyer must use its best endeavours to procure that the Buyer Board collectively does not change, withdraw or adversely modify its recommendation to vote in favour of the Buyer Shareholder Resolutions unless:
- (a) the Independent Expert in the Independent Expert's Report concludes that the Transaction is not fair and not reasonable;
 - (b) the Buyer has received, other than as a result of a breach of clause 17, a Buyer Competing Proposal and the Buyer Board has determined that the Buyer Competing Proposal is a Buyer Superior Proposal;
 - (c) the Buyer Board has determined, after receiving written legal advice from its legal advisers, that the Buyer Board, by virtue of the directors' duties of the members of the Buyer Board, is required to change, withdraw or modify its recommendation; or
 - (d) a court or Government Agency requires or requests that a Buyer director abstains from making a recommendation due to a conflict of interest or duty, provided that the other Buyer directors who are not subject to such a requirement or request do not change, withdraw or adversely modify their recommendation to vote in favour of the Buyer Shareholder Resolutions.
- 6.9 For the purposes of clause 6.8, customary qualifications and explanations contained in the Notice of Meeting in relation to a recommendation to vote in favour of the Buyer Shareholder Resolutions, including to the effect that the recommendation is made in the absence of a Buyer Superior Proposal or the recommendation is subject to the Independent Expert concluding in the Independent Expert's Report that the Transaction is fair and reasonable to the Buyer Shareholders, will not be regarded as a failure to make or withdrawal of a recommendation for the Buyer Shareholders to vote in favour of the Buyer Shareholder Resolutions.
- 6.10 Despite anything to the contrary in clause 6.8 or elsewhere in this Agreement, a statement made by the Buyer, the Buyer Board or any director of the Buyer to the effect that no action should be taken by the Buyer Shareholders pending the assessment of a Buyer Competing Proposal by the Buyer Board or the completion of the matching right process set out in clause 17.6 shall not contravene clause 6.8 or any other provision of this Agreement.

Notice of Meeting

- 6.11 The Buyer and the Sellers must procure that each of their respective Representatives work in good faith and in a timely and co-operative manner to prepare the Notice of Meeting in accordance with clauses 6.6 and 6.7.
- 6.12 The Notice of Meeting will contain a responsibility statement:

- (a) by the Buyer that the information contained in the Notice of Meeting, other than the Company Information and the Independent Expert's Report, has been prepared by Buyer and is the responsibility of Buyer; and
 - (b) by the Sellers that the Sellers have prepared, provided and are responsible for the Company Information and that Buyer does not assume any responsibility for the accuracy or completeness of the Company Information.
- 6.13 If, after a reasonable period of consultation, the Buyer and the Sellers are unable to agree (each acting reasonably and in good faith) on the form or content of the Notice of Meeting:
- (a) where the determination relates to the Company Information, the Sellers will make the final determination as to the form and content of the Company Information; and
 - (b) in any other case, the Buyer will make the final determination as to the form and content of the Notice of Meeting.
-

7. Completion

Timing and location of Completion

- 7.1 Subject to clause 3, Completion will take place at the offices of Baker McKenzie as specified in clause 22.1(b):
- (a) at 10.00 am on 31 May 2024 provided that the Conditions in clauses 3.1(a) (ASIC and ASX Approval), 3.1(b) (Buyer Shareholder Approval), 3.1(d) (Consents in respect of the Company Group) and 3.1(e) (Consents in respect of the Buyer) are satisfied or waived at least 5 Business Days prior;
 - (b) if the condition in clause 7.1(a) is not satisfied, on the day which is 5 Business Days after the date of satisfaction or waiver of the Conditions in clauses 3.1(a) (ASIC and ASX Approval), 3.1(b) (Buyer Shareholder Approval), 3.1(d) (Consents in respect of the Company Group) and 3.1(e) (Consents in respect of the Buyer); or
 - (c) as otherwise agreed in writing by the Buyer and the Sellers' Representative.
- 7.2 If physical attendance at Completion is not permissible or practicable, the parties will exchange documentation in electronic form and take all other actions remotely to give effect to Completion and, in that case, the parties must ensure that any required original documents to give effect to Completion are held by their respective legal advisers for each other and are delivered to the parties (as appropriate) once it is practicable to do so.

Sellers' obligations on Completion

- 7.3 On Completion, the Sellers must:
- (a) deliver to the Buyer:
 - (i) **(share certificates and share transfers)** transfers of the Sale Shares in favour of the Buyer, each duly executed by each relevant Seller as set out in column one of Schedule 1, together with the original share certificates for the Sale Shares;
 - (ii) **(statement of missing certificate)** if a Seller is unable to deliver all share certificates for its Sale Shares in accordance with clause 7.3(a)(i) due to any share certificate being lost, stolen or destroyed, then that Seller must deliver to the Buyer an executed statement in respect of each relevant share

certificate in favour of the Company, on terms which comply with section 1070D(5) of the Corporations Act;

- (iii) **(Employment Agreement)** a copy of the Employment Agreement duly executed by David Collins;
 - (iv) **(Escrow Deeds)** a copy of each Escrow Deed duly executed by the relevant Seller;
 - (v) **(board resolutions approving Transaction)** an extract of the minutes of meeting or written resolutions of the board of directors of the Company approving (subject to Completion and the payment of any transfer duty):
 - (A) the registration of the transfers of the Sale Shares to the Buyer;
 - (B) the cancellation of the existing share certificates for the Sale Shares; and
 - (C) the issue of a new share certificate for the Sale Shares in favour of the Buyer;
 - (vi) **(Security Interests over Sale Shares)** evidence (to the satisfaction of the Buyer acting reasonably) that any Security Interests in respect of the Sale Shares have been, or will be, with effect on and from Completion, released;
 - (vii) **(Security Interests over Assets)** evidence (to the satisfaction of the Buyer acting reasonably) that any Security Interests in respect of the Assets (other than Permitted Security Interests or any Security Interests Disclosed in the Sellers Disclosure Material) have been, or will be, with effect on and from Completion, released; and
 - (viii) **(power of attorney)** a copy of any power of attorney under which any Transaction Document is executed on behalf of a Seller, certified by an officer of the Seller as a true and correct copy; and
- (b) make available to the Buyer all of the following for the Company Group:
- (i) the Books and Records, including all statutory registers; and
 - (ii) the login details (including username and passwords) used by the Company Group in making online filings with ASIC.

Buyer's obligations on Completion

7.4 On Completion the Buyer must:

- (a) **(Share Consideration)** issue the Share Consideration to the Sellers in their Respective Proportion, and organise for the Buyer Registry to issue statements representing the same to the recipients (noting that statements will only be sent to the Sellers after Completion).
- (b) deliver to the Sellers' Representative a copy of:
 - (i) **(share transfers)** transfers of the Sale Shares in favour of the Buyer, each duly executed by the Buyer;
 - (ii) **(Employment Agreement)** a copy of the Employment Agreement duly executed by the relevant Buyer Group Member;

- (iii) **(Escrow Deeds)** a copy of each Escrow Deed duly executed by the Buyer;
- (iv) **(board resolutions approving the Transaction)** an extract of the minutes of meeting or written resolutions of the boards of directors of the Buyer approving:
 - (A) the execution of and the performance of their respective obligations under or in connection with this Agreement and the other Transaction Documents; and
 - (B) the resignation and appointment of directors in accordance with clause 9;
- (v) **(retiring director resignations and deeds of release)** copies of resignations and deeds of release, in a form agreed with the Sellers, duly executed by the relevant retiring directors of the Buyer in accordance with clause 9 and the Buyer; and
- (vi) **(power of attorney)** any power of attorney under which any Transaction Document is executed on behalf of the Buyer, certified by an officer of the Buyer as a true and correct copy.

Completion

- 7.5 On or before Completion, the Sellers and the Buyer must carry out the actions referable to it in accordance with clauses 7.3 and 7.4 (as applicable).
- 7.6 Completion is taken to have occurred when each party has performed all its obligations under clauses 7.3 and 7.4 (as applicable).

Deemed delivery

- 7.7 The Books and Records which are physically located at the Company's office at 5 Eucalyptus Place, Eastern Creek, NSW 2766 on the Completion Date will, subject to satisfaction or waiver of all other Completion obligations of the parties under clauses 7.3 and 7.4, be deemed to have been delivered to the Buyer on the Completion Date and are not required to be delivered physically to the Buyer at Completion.

Simultaneous actions on Completion

- 7.8 Unless otherwise agreed in writing by the Buyer and the Sellers' Representative:
 - (a) all actions required to be taken by the Sellers and the Buyer on Completion are interdependent and will be deemed to take place simultaneously;
 - (b) no delivery or payment will be deemed to have been made until all deliveries and payments due to be made on Completion under this Agreement have been made or waived; and
 - (c) if an action required to be taken does not take place at the time and place for Completion determined under this Agreement, then without prejudice to any rights available to any party as a consequence:
 - (i) there is no obligation on any party to undertake or perform any of the other actions;
 - (ii) to the extent that such actions have already been undertaken, the parties must do everything reasonably required to reverse those actions; and

- (iii) the parties must each return to the other all documents delivered under clauses 7.3 and 7.4 and must each repay to the other all payments received under this Agreement, without prejudice to any other rights any party may have in respect of that failure.

Waiver

- 7.9 The Buyer may, in its sole discretion, waive any or all of the actions that any one or more Sellers or any Covenantors are required to perform before or at Completion under clause 7.3.
- 7.10 The Sellers may, in their discretion, waive any or all of the actions that the Buyer is required to perform before or at Completion under clause 7.4, but provided that where any action the Buyer is required to perform relates solely to the Sale Shares being sold by an individual Seller, the relevant action can be waived by that Seller with or without the approval of the other Seller.

Non-compliance

- 7.11 If the Buyer or the Sellers (**Defaulting Party**) have not complied with any provision of clause 7.3 or clause 7.4 (as applicable) on the scheduled Completion Date, the Sellers or the Buyer (respectively) (**Notifying Party**) may at their option:
 - (a) give the Defaulting Party a notice requiring the Defaulting Party to satisfy those obligations within a period of 10 Business Days from the date of the notice;
 - (b) defer Completion up to the Sunset Date (in which case this clause 7 will apply to the deferred Completion);
 - (c) proceed to Completion so far as is practical without affecting or waiving any rights under this Agreement; or
 - (d) if the Defaulting Party fails to satisfy its obligations within the period specified in clause 7.11(a), without limitation to any other rights it may have, terminate this Agreement by written notice to the Defaulting Party.

8. After Completion

Cleansing notice

- 8.1 Immediately after Completion, the Buyer must give to ASX a notice under section 708A(5)(e)(i) of the Corporations Act which complies with section 708A(6) of the Corporations Act in relation to the Share Consideration (**Cleansing Notice**).
- 8.2 The Buyer and the Sellers agree to consult with each other and provide all necessary information for the preparation and lodgement of the Cleansing Notice.

Sellers' rights to information

- 8.3 Each Seller may retain copies of any Books and Records reasonably necessary to enable the Seller to comply with legal and Tax obligations arising on or after Completion.
- 8.4 The Buyer must use reasonable endeavours to procure that, on and from Completion until seven years after the Completion Date:
 - (a) the Books and Records obtained by it or held by or on behalf of the Company Group on Completion are retained; and

- (b) subject to receiving a written request with reasonable prior notice, each Seller and its Representatives are provided with reasonable:
 - (i) access to the Company Group, including to view and take copies (at their own expense) of relevant Books and Records; and
 - (ii) assistance from personnel of the Company Group,for the sole purpose of enabling the Seller to comply with its legal and Tax obligations, provided that this does not require the Buyer to allow access to anything that is the subject of legal professional privilege. All information obtained by the Sellers as a result of such access is subject to clause 15.

Notifications

- 8.5 The Buyer must procure that the Company Group lodges all notifications required to be lodged with ASIC and any other Government Agency in connection with this Agreement and the Transaction as soon as practicable after Completion, and in any case within the relevant periods required by law.
- 8.6 Each Seller must give a substantial holder notice pursuant to section 671B of the Corporations Act in connection with this Agreement and the Transaction to the Buyer and the ASX as soon as practicable after Completion, and in any case within the relevant periods required by law.

9. Board Composition

- 9.1 Subject to and with effect from the Completion Date, and subject to the receipt of the necessary signed consents to act, resignations, background information and other information reasonably requested by the Sellers and the Buyer no later than 10 Business Days before Completion, the parties agree that the Buyer Board will be comprised of three nominee directors of the Sellers, one existing director of the Buyer, and two independent directors, as follows:
 - (a) David Collins (Sellers nominee);
 - (b) Carmen Riley (Sellers nominee);
 - (c) Peter Lacaze (Sellers nominee);
 - (d) John Walstab (existing director of the Buyer);
 - (e) one independent director nominated by the Buyer prior to Completion and approved by the Sellers' Representative; and
 - (f) one independent director nominated by the Sellers' Representative prior to Completion and approved by the Buyer.
- 9.2 The Sellers and Buyer may agree in writing that:
 - (a) a person specified in clause 9.1 will no longer be appointed on the Completion Date; and
 - (b) another person not specified in clause 9.1 may instead be appointed on the Completion Date.
- 9.3 The Buyer must procure the resignation and appointment of directors in accordance with clause 9.1 as soon as practicable on the Completion Date, with such written notice of

resignation to confirm that the outgoing director has no claim outstanding against any Buyer Group Member (provided that nothing in this clause 9.3 requires any such director to forego any rights they may have under and subject to any agreement of access and indemnity or policy of directors' and officers' insurance).

10. Warranties and indemnities

Sellers' Warranties

- 10.1 Subject to clause 10.2, the Sellers represent and warrant to the Buyer that each Seller Warranty is true, accurate and not misleading.
- 10.2 Each Seller gives their Title and Capacity Warranties only in respect of itself and its Sale Shares, and not in respect of any of the other Sellers or their Sale Shares.

Buyer's Warranties

- 10.3 The Buyer represents and warrants to the Sellers that each Buyer Warranty is true, accurate and not misleading.

Date of Warranties

- 10.4 Each Warranty is given at the date of this Agreement and immediately before Completion (except that where a Warranty is expressed to be given only as at a particular date it is given only as at that date).

Separate Warranties

- 10.5 Each Warranty is a separate statement. The interpretation of any Warranty must not be restricted by reference to or inference from any other Warranty.

Indemnity for breach of Seller Warranty

- 10.6 Each Seller indemnifies the Buyer against, and must pay the Buyer an amount equal to, any Loss suffered or incurred by the Buyer, a Buyer Group Member or a Company Group Member in connection with a breach of a Seller Warranty, or arising from the facts, matters or circumstances that make a Seller Warranty untrue, except to the extent that the Seller Warranty or the Seller's Liability for the Loss is limited or qualified under clause 11.
- 10.7 Each Seller acknowledges and agrees that the Loss suffered or incurred in connection with a breach of a Seller Warranty includes an amount that would be necessary to put the Buyer, Buyer Group Member or Company Group Member (as applicable) in the same position as if the Seller Warranty had been true.
- 10.8 Any reference in this Agreement to a Claim arising from a breach of a Seller Warranty includes a Claim under the indemnity in clause 10.6.

Indemnity for breach of Buyer Warranty

- 10.9 The Buyer indemnifies the Sellers against, and must pay the Sellers an amount equal to, any Loss suffered or incurred by the Sellers or the Buyer, to the extent of Sellers' holdings of the Buyer Shares (if any), in connection with a breach of a Buyer Warranty, or arising from the facts, matters or circumstances that make a Buyer Warranty untrue, except to the extent that the Buyer Warranty or the Buyer's Liability for the Loss is limited or qualified under clause 12.1.

- 10.10 The Buyer acknowledges and agrees that the Loss suffered or incurred in connection with a breach of a Buyer Warranty includes an amount that would be necessary to put the Sellers in the same position as if the Buyer Warranty had been true.
- 10.11 Any reference in this Agreement to a Claim arising from a breach of a Buyer Warranty includes a Claim under the indemnity in clause 10.9.

Tax Indemnity

- 10.12 If Completion occurs, the Sellers, severally in their Respective Proportions, indemnify the Buyer against, and must pay the Buyer the amount of, any:
- (a) Tax or Duty payable by any Company Group Member to the extent that Tax or Duty:
 - (i) relates to any period, or part period, ending on or before Completion;
 - (ii) relates directly to the occurrence of an act, transaction or event of a Company Group Member occurring on or before Completion;
 - (iii) relates to a failure by a Company Group Member to comply with a Tax Law before Completion; or
 - (iv) arises as a result of entry into this Agreement or Completion (other than any Duty to be paid by the Buyer under clause 27.7); and
 - (b) Tax Costs incurred by or on behalf of any Company Group Member to the extent those Tax Costs arise from or relate to any of the matters for which the Sellers may be liable under clause 10.12(a),

except to the extent that the Sellers' liability for the Tax or Duty is limited or qualified under clause 11.

- 10.13 If Completion occurs, the Buyer indemnifies the Sellers against, and must pay the Sellers:
- (a) where the Sellers' holding of Buyer Shares (in aggregate) is less than 50% of the total number of Buyer Shares on issue at the time of payment of the Tax or Duty or the Tax Costs under clause 10.14, the amount equal to the Sellers' percentage holding of Buyer Shares (in aggregate) multiplied by the Buyer Tax Indemnified Amount; or
 - (b) where the Sellers' holding of Buyer Shares (in aggregate) is equal to or greater than 50% of the total number of Buyer Shares on issue at the time of payment of the Tax or Duty or the Tax Costs under clause 10.14, the amount equal to the Buyer Tax Indemnified Amount.

10.14 For the purposes of clause 10.13, **Buyer Tax Indemnified Amount** means any:

- (a) Tax or Duty payable by any Buyer Group Member (excluding each Company Group Member) to the extent that Tax or Duty:
 - (i) relates to any period, or part period, ending on or before Completion;
 - (ii) relates directly to the occurrence of an act, transaction or event of a Buyer Group Member (excluding each Company Group Member) occurring on or before Completion;
 - (iii) relates to a failure by a Buyer Group Member (excluding each Company Group Member) to comply with a Tax Law before Completion; or
 - (iv) arises as a result of entry into this Agreement or Completion; and

- (b) Tax Costs incurred by or on behalf of any Buyer Group Member (excluding each Company Group Member) to the extent those Tax Costs arise from or relate to any of the matters for which the Buyer may be liable under clause 10.14(a),

except to the extent that the Buyer's liability for the Tax or Duty is limited or qualified under clauses 11 and 12.

- 10.15 For the purposes of clauses 10.12 and 10.13, **Tax or Duty** includes any amount payable under any direct or indirect tax sharing or funding agreement, or pursuant to joint and several liability in respect of another person's obligations for any Tax or Duty.

Buyer's agreement

- 10.16 The Buyer represents, warrants and agrees that:

- (a) it has made and relied on its own searches, investigations, enquiries and evaluations in respect of the Company Group and the Business and its own evaluation of the Sellers Disclosure Material and any other information or materials provided by any Relevant Person;
- (b) it has had the benefit of independent legal, financial, accounting and tax advice relating to the Sellers Disclosure Material, any other information or materials provided by any Relevant Person, the Transaction Documents and the Transaction;
- (c) it has independently determined to enter into the relevant Transaction Documents and in doing so has not relied on, taken into account or been induced or influenced by any statement, representation, warranty, information, undertaking or conduct made, provided or done by any Relevant Person before the commencement of this Agreement (other than the Sellers' Warranties);
- (d) if it or its Representatives have received any Forecast Information:
 - (i) it understands the uncertainties inherent in any forward-looking information, and takes full responsibility for making its own evaluation of the adequacy and accuracy of all Forecast Information; and
 - (ii) no representation or warranty of any kind is given in relation to any Forecast Information and, to the extent permitted by law, no Relevant Person has any Liability to the Buyer Group in connection with any Forecast Information;
- (e) except as expressly provided in this Agreement, no representation or warranty of any kind is given regarding the accuracy or completeness of the Sellers Disclosure Material or any other information or materials provided by any Relevant Person and, to the extent permitted by law, no Relevant Person has any Liability to the Buyer Group if any such information or material is or becomes inaccurate, incomplete or misleading in any way; and
- (f) to the extent permitted by law:
 - (i) except as expressly provided in any Transaction Document, all terms, conditions, statements, undertakings, representations and warranties, whether express, implied, written, oral, collateral, statutory or otherwise, are excluded, and no Relevant Person has any Liability in relation to them; and
 - (ii) no Relevant Person has any Liability to the Buyer Group in connection with the Sellers Disclosure Material, any other information or materials provided by any Relevant Person, the Transaction Documents or the Transaction for negligence or under Part 7.10 of the Corporations Act, the Australian

Consumer Law (as contained in Schedule 2 of the CCA) or Division 2 of Part 2 of the *Australian Securities and Investments Commission Act 2001* (Cth) or any similar provisions in any other applicable law. To avoid doubt, this clause 10.16(f)(ii) does not limit a Relevant Person's Liability for fraud.

- 10.17 The Buyer agrees not to make, and irrevocably waives and releases (and agrees in future to waive and release) each Relevant Person from, any Claim against any Relevant Person which is inconsistent with any matter agreed in this clause 10.17, and must ensure that each other Buyer Group Member does not make and waives and releases each Relevant Person from any such Claim. A Relevant Person may plead this clause 10.17 as a bar to any action, suit or proceeding in connection with any such Claim.

Parties' awareness

- 10.18 Each party represents and warrants that, as at the date of this Agreement, it is not aware of any breach of Warranty or any other matter that may result in a Warranty Claim.

11. Limitations on Liability

Disclosure and knowledge limitations

- 11.1 The Sellers' Warranties are given subject to and qualified by, and no Seller has any Liability for any Claim that a Seller Warranty is breached as a result of, any matter:
- (a) Disclosed in the Sellers Disclosure Material;
 - (b) contained in any Transaction Document;
 - (c) which is or would be revealed by a search on the day that is two Business Days before the date of this Agreement of public records maintained by:
 - (i) the PPS Register;
 - (ii) ASIC; or
 - (iii) the High Court of Australia, the Federal Court of Australia or the Supreme Court of any State or Territory; or
 - (d) of which any Buyer Group Member or Buyer Key Person is aware, or would be aware after making reasonable enquiries (including enquiries of each other, each Buyer Key Person's direct reports and relevant Representatives of any Buyer Group Member), immediately before the date of this Agreement.

Quantum limits

- 11.2 Each Seller's Liability for:
- (a) all Warranty Claims in respect of the Title and Capacity Warranties is limited to its Seller's Respective Proportion of the Purchase Price;
 - (b) all Tax Subject Claims is limited to its Seller's Respective Proportion of the Purchase Price; and
 - (c) all Warranty Claims in respect of the Business Warranties, in aggregate is limited to its Seller's Respective Proportion of 40% of the Purchase Price.
- 11.3 Notwithstanding clause 11.2 above, in no event shall a Seller's Liability for all SSA Claims exceed its Respective Proportion of the Purchase Price.

- 11.4 No Seller has any Liability for any Warranty Claim unless:
- (a) the amount of a Claim exceeds 0.1% of the Buyer Current Equity Value (**Single Claim**); and
 - (b) the aggregate amount of all Single Claims exceeds 1% of the Buyer Current Equity Value,
- in which case the Sellers will only be liable for the excess over the amount specified in clause 11.4(b).
- 11.5 No Seller has any Liability for any Tax Subject Claim unless:
- (a) the amount of a Claim exceeds \$300,000 (**Single Tax Claim**); and
 - (b) the aggregate amount of all Single Tax Claims exceeds \$3,000,000,
- in which case the Sellers will only be liable for the excess over the amount specified in clause 11.5(b).
- 11.6 Individual Claims based on or arising from the same, similar or related facts, matters or circumstances may be aggregated as a Single Claim or a Single Tax Claim for the purposes of clause 11.4(a) or 11.5(a) (as applicable).
- 11.7 Individual Claims arising out of separate facts, matters or circumstances will not be aggregated as a Single Claim or a Single Tax Claim for the purposes of clause 11.4(a) or 11.5(a) (as applicable).

Time limits

- 11.8 No Seller has any Liability for any Warranty Claim or Tax Subject Claim unless the Claim is notified to the Sellers' Representative in accordance with clause 11.10 and, in the case of:
- (a) a Warranty Claim in respect of the Title and Capacity Warranties, within five years of the Completion Date;
 - (b) a Tax Subject Claim, within five years of the Completion Date; and
 - (c) a Warranty Claim in respect of the Business Warranties, within 18 months of the Completion Date.
- 11.9 No Seller has any Liability for any Warranty Claim or Tax Subject Claim if legal proceedings in respect of the Claim are not validly issued and served against the relevant Seller(s) or the Claim has not been agreed, compromised or settled:
- (a) if a Claim notified in accordance with clause 11.8 is a contingent Claim, within six months after the earlier of:
 - (i) the Claim becoming an actual Claim; and
 - (ii) the end of the relevant period in clause 11.8; and
 - (b) otherwise, within six months of the Claim being notified in accordance with clause 11.8.

Notice of Claims

- 11.10 If the Buyer becomes aware of any matter (including a Tax Demand or other Third Party Claim) that gives or may give rise to an SSA Claim, the Buyer must:

- (a) notify the Sellers' Representative as soon as reasonably practicable and in any case within 20 Business Days after it becomes aware of the matter;
- (b) include in the notice referred to in clause 11.10(a), to the extent known by the Buyer after making reasonable enquiries:
 - (i) relevant details of the matter and the legal basis for the Claim;
 - (ii) a reasonable estimate of the amount of the Claim; and
 - (iii) evidence supporting the above, including extracts of and relevant correspondence in relation to any Third Party Claim (if applicable); and
- (c) keep the Sellers' Representative promptly informed of all material developments in relation to the matter.

Other limitations

11.11 No Seller has any Liability for any SSA Claim:

- (a) **(failure to comply)** if the Claim arises from, or to the extent it is increased as a result of, any failure by a Buyer Group Member to comply with any of its obligations under a Transaction Document or applicable law;
- (b) **(authorised acts or omissions)** if the Claim arises from, or to the extent it is increased as a result of, any act or omission:
 - (i) by a Buyer Group Member on or after Completion, other than an act or omission:
 - (A) at the direction or request of, or approved in writing by, the Sellers' Representative;
 - (B) required or permitted by a Transaction Document; or
 - (C) required to comply with any law or Accounting Standards; or
 - (ii) by a Seller or Company Group Member before Completion, other than an act or omission:
 - (A) at the direction or request of, or approved in writing by, the Buyer;
 - (B) required or permitted by a Transaction Document; or
 - (C) required to comply with any law or Accounting Standards;
- (c) **(unavoidable without breach)** if the Claim could only have been avoided, or to the extent it could only have been reduced, by a Seller or Company Group Member breaching its obligations under a Transaction Document or applicable law;
- (d) **(provision in Accounts)** to the extent that allowance, provision, accrual or reserve has been made for the matter giving rise to the Claim, or the matter has otherwise been taken into account, in the Accounts;
- (e) **(matter remedied)** to the extent that, within 10 Business Days after receiving notice of the Claim in accordance with clause 11.8, the Sellers remedy the matter giving rise to the Claim to the reasonable satisfaction of the Buyer;
- (f) **(contingent Liability)** to the extent that the Claim relates to a contingent Liability, unless and until the Liability becomes an actual Liability that is due and payable;

- (g) **(mitigation)** to the extent that the Claim is increased as a result of a failure by any Buyer Group Member to take reasonable steps to mitigate its loss;
- (h) **(changes in law, Tax or accounting)** if the Claim arises from, or to the extent it is increased as a result of:
 - (i) the enactment, repeal or amendment of any law (including any enactment, repeal or amendment which takes effect retrospectively);
 - (ii) any change in the interpretation of any law or the practice or policy of any Government Agency;
 - (iii) any delivered judgment or ruling (other than a judgment or ruling in relation to a separate SSA Claim);
 - (iv) the imposition of a new Tax, a change in the rate of Tax or a change in the method of calculating the rate of Tax (including any change which takes effect retrospectively); or
 - (v) any change in the Accounting Standards,
 in each case on or after the date of this Agreement; or
 - (i) **(change in ownership or business)** if the Claim arises from, or to the extent it is increased as a result of, a change in ownership, or a restructure of the business, of the Company (including joining a new group for Tax purposes) on or after Completion, except for the change in ownership as a result of the Transaction.

Forbearance and release

11.12 The Buyer agrees not to make, and irrevocably waives and releases (and agrees in future to waive and release) each Seller from, any Claim against a Seller to the extent that the Claim exceeds any limitation on the Seller's Liability in this Agreement. A Seller may plead this clause 11.12 as a bar to any action, suit or proceeding in connection with any such Claim.

Third Party Claims

11.13 If the matter giving rise to an SSA Claim is a Third Party Claim, in addition to the Buyer's obligations under clause 11.10:

- (a) any Seller(s) may assume conduct of a Third Party Claim at any time by notice from the Seller(s) or the Sellers' Representative to the Buyer within 10 Business Days of the notice under clause 11.10;
- (b) unless and until a Seller elects to assume conduct of a Third Party Claim under clause 11.13(a), or if no Seller elects to assume conduct of a Third Party Claim, the Buyer:
 - (i) must take, and must ensure that each other Buyer Group Member takes, such action as the Sellers' Representative reasonably requests regarding the Third Party Claim, including negotiating, disputing, defending, appealing, settling, compromising or mitigating the Third Party Claim, but only if the Sellers indemnify the Buyer Group against any reasonable costs it incurs as a result of such action;
 - (ii) subject to clauses 11.13(b)(i) and 11.13(b)(iii), may take such action as it determines regarding the Third Party Claim, but only if it:

- (A) acts in good faith and reasonably in the circumstances, including having regard to the likelihood of success and the effect of its actions on the goodwill and reputation of the Sellers; and
 - (B) keeps the Sellers' Representative promptly informed of all material developments in relation to the Third Party Claim, including providing a copy of any correspondence with the Third Party; and
 - (iii) must not, and must ensure that each other Buyer Group Member does not, accept, settle, compromise, mediate, consent to arbitration of, or make any admission of Liability in respect of, the Third Party Claim (or agree to do so), without the prior written consent of the Sellers' Representative (which must not be unreasonably withheld); and
- (c) if any Seller(s) elect to assume conduct of a Third Party Claim under clause 11.13(a):
- (i) the relevant Seller(s) may take such action as they determine at their own expense regarding the Third Party Claim, but only if they:
 - (A) act in good faith and reasonably in the circumstances, including having regard to the likelihood of success and the effect of their actions on the goodwill and reputation of the Buyer Group; and
 - (B) keep the Buyer promptly informed of all material developments in relation to the Third Party Claim, including providing a copy of any correspondence with the Third Party; and
 - (ii) the relevant Seller(s) must not accept, settle, compromise, mediate, consent to arbitration of, or make any admission of Liability in respect of, the Third Party Claim (or agree to do so), without the prior written consent of the Buyer (which must not be unreasonably withheld); and
 - (iii) the Buyer must, and must ensure that each other Buyer Group Member will:
 - (A) co-operate with the relevant Seller(s) and take such action as the relevant Seller(s) reasonably request regarding the Third Party Claim, but only if the relevant Seller(s) indemnify the Buyer Group against any reasonable costs it incurs as a result of such action; and
 - (B) not accept, settle, compromise, mediate, consent to arbitration of, or make any admission of Liability in respect of, the Third Party Claim (or agree to do so), without the prior written consent of the relevant Seller(s) (which must not be unreasonably withheld).

Third party recovery

11.14 If a Buyer Group Member is entitled to recover any sum (whether by payment, discount, credit or otherwise and including under any indemnity or guarantee) from any person other than a Buyer Group Member, a Company Group Member or a Seller (including a Government Agency or an insurer) (**Third Party Payer**), or to obtain any benefit (including any Tax Benefit), in relation to any matter for which an SSA Claim is or may be made against the Sellers:

- (a) the Buyer must use, or procure that the relevant Buyer Group Member uses, reasonable endeavours to recover that sum or obtain that benefit before making the Claim; and

- (b) the Sellers' Liability for the Claim will be reduced by the amount of the sum recovered from the Third Party Payer or benefit obtained by the Buyer Group (less any reasonable costs incurred by the Buyer Group in connection with recovering the sum or obtaining the benefit).

11.15 If any Seller has paid an amount to or on behalf of a Buyer Group Member in connection with an SSA Claim, and a Buyer Group Member receives any sum (whether by payment, discount, credit or otherwise and including under any indemnity or guarantee) from any Third Party Payer in relation to the same matter giving rise to that Claim, the Buyer must pay, or procure that the relevant Buyer Group Member pays, to the relevant Seller(s) the amount received from the Third Party Payer (less any reasonable costs incurred by the Buyer Group in connection with that payment), up to the amount of the Claim paid by the Seller(s).

No double recovery

11.16 The Buyer may not recover damages or obtain payment, reimbursement, restitution or indemnity more than once for the same Liability arising under or in connection with any Transaction Document.

Mitigation

11.17 If the Buyer becomes aware of a breach of a Seller Warranty, the Buyer must, to the extent within its control, take reasonable actions to mitigate any Loss that may give rise to a Claim.

11.18 Clause 11.17 does not require the Buyer to do, or omit to do, anything which may be contrary to the Buyer's commercial interests, or which may prejudice the ability of the Buyer or any Buyer Group Member to recover under any available insurance.

11.19 Nothing in clause 11.17 or clause 11.18 restricts or limits any general obligation at law to mitigate any Loss.

Reduction in Purchase Price

11.20 If a Seller pays a sum to or on behalf of a Buyer Group Member in respect of an SSA Claim, the amount of the Purchase Price received by that Seller for the sale of its Sale Shares will be deemed to be reduced by the amount of that payment.

Fraud

11.21 None of the limitations in this clause 11 limit a Seller's Liability to the extent it arises from that Seller's fraud.

Consequential Loss

11.22 No party has any Liability to any other party for any Claim to the extent that the Claim comprises or includes any Consequential Loss.

11.23 For the purposes of clause 11.22, **Consequential Loss** means any indirect Loss including:

- (a) indirect loss of profit of a party to this Agreement;
- (b) loss of goodwill or business reputation of a party to this Agreement;
- (c) loss of anticipated savings;
- (d) punitive or special loss or damages; and
- (e) any other loss that does not arise directly, naturally or in the usual course of things from the subject matter of the Claim.

Deferment

- 11.24 The parties agree that, notwithstanding other provisions in this Agreement, if Completion occurs and the Buyer fails to issue the Cleansing Notice in accordance with clause 8.1, the obligations of any Seller to make any payment in respect of an SSA Claim will be deferred until such time as six months after the Seller is permitted to freely trade its Share Consideration on the ASX.

Independent limitations

- 11.25 Each limitation in this clause 11 is separate and independent, and is not limited by any other limitation in this Agreement.

12. Sellers' Claims

Limitations

- 12.1 Clauses 10.16, 10.17 and 11 (excluding clause 11.24) apply in relation to, and limit and qualify Sellers' right to make a Claim on the same basis that clauses 10.16, 10.17 and 11 (excluding clause 11.24) limit and qualify the Buyer's rights to make a Claim. For the purpose of this clause 12.1, clauses 10.16, 10.17 and 11 (excluding clause 11.24) apply *mutatis mutandis*.
- 12.2 For the avoidance of doubt, a reference to 'Accounts' in clause 11.11(d) is a reference to the Buyer Group's financial statements for the financial year ended 30 June 2023 in respect a Sellers Claim.

Procedure for dealing with Sellers' Claims

- 12.3 Clause 11 applies in relation to, and prescribes the method by which the Sellers must conduct a Claim on the same basis that clause 11 prescribes the method by which Buyer must conduct a Claim. For the purposes of this clause 12.3, clause 11 applies *mutatis mutandis*.

13. Consideration of Buyer Claims

Exclusion of Sellers

- 13.1 The parties agree that any Claim by the Buyer against the Sellers, including a decision to investigate or pursue a Claim against the Sellers, will be considered, reviewed and resolved upon by the Buyer Board excluding the Sellers or directors nominated by the Sellers (excluding any independent director nominated by the Sellers).
- 13.2 Clause 13.1 applies to the extent that the Sellers, or any directors nominated by the Sellers, are appointed to the Buyer Board.

14. Releases

Buyer directors and officers

- 14.1 Subject to any restrictions imposed by law, the Sellers release their rights, and agree with the Buyer that they will not make any claim (including any Claim) against any Buyer Released Person (other than the Buyer and its Controlled entities) as at the date of this Agreement and from time to time in connection with:

- (a) any breach of any representations and warranties of the Buyer or any other member of the Buyer Group in this Agreement; or
- (b) any disclosures containing any statement which is false or misleading whether in content or by omission,

whether current or future, known or unknown, arising at common law, in equity, under statute or otherwise, except where the Buyer Released Person has not acted in good faith or has engaged in wilful misconduct or fraud. For the avoidance of doubt, nothing in this clause 14.1 limits the Sellers' rights to terminate this Agreement under clause 4.8.

14.2 Clause 14.1 is subject to any Corporations Act restriction and will be read down accordingly.

14.3 The Buyer receives and holds the benefit of clause 14.1 to the extent it relates to each Buyer Released Person for the benefit of each of them.

Company directors and officers

14.4 Subject to any restrictions imposed by law, the Buyer releases its rights, and agrees with the Sellers that it will not make any claim (including any Claim) against any Company Released Person (other than the Sellers, Covenantors, the Company and its Controlled entities) as at the date of this Agreement and from time to time in connection with:

- (a) any breach of any representations and warranties of the Sellers or any Company Group Member in this Agreement; or
- (b) any disclosures containing any statement which is false or misleading whether in content or by omission,

whether current or future, known or unknown, arising at common law, in equity, under statute or otherwise, except where the Company Released Person has not acted in good faith or has engaged in wilful misconduct or fraud. For the avoidance of doubt, nothing in this clause 14.4 limits the Buyer's right to terminate this Agreement under clause 4.9.

14.5 Clause 14.4 is subject to any Corporations Act restriction and will be read down accordingly.

14.6 The Sellers receive and hold the benefit of clause 14.4 to the extent it relates to each Company Released Person for the benefit of each of them.

15. Confidentiality and announcements

Information to remain confidential

15.1 Except as permitted under clauses 15.3 or 16.1, each party (**recipient**) must not, and must procure that its Related Bodies Corporate and Representatives do not, without the prior written consent of the other parties, disclose any information:

- (a) regarding the existence, content or effect of any Transaction Document or any other agreement entered into in connection with any Transaction Document;
- (b) regarding the fact or content of negotiations leading up to or relating to any Transaction Document;
- (c) which is Confidential Information and has been disclosed to or obtained by the recipient or its Related Bodies Corporate or Representatives regarding any of the other parties or their Related Bodies Corporate or Representatives; or

(d) which any Transaction Document expressly provides is subject to this clause 15.

15.2 To the extent permitted by section 275 of the PPSA, each party agrees to keep confidential all information mentioned in section 275(1) of the PPSA and agrees not to disclose that information (including a copy of this Agreement) to any person requesting it pursuant to the PPSA.

Permitted disclosures

15.3 A recipient may make disclosures:

- (a) as the Buyer and the Sellers' Representative agree in writing;
- (b) as reasonably required in order to comply with or give effect to any provision of any Transaction Document;
- (c) if permitted by the Confidentiality Agreement;
- (d) to its Related Bodies Corporate and Representatives as the party reasonably thinks necessary to give effect to or enforce any Transaction Document but only on a confidential basis and so that the recipient will be responsible for any breach of confidentiality by, or use of confidential information in a manner incompatible with, this clause 15 by any such person to whom the information is disclosed;
- (e) if required by law, the rules of any recognised stock exchange on which its securities or the securities of its Related Bodies Corporate are listed or a Government Agency, but only if:
 - (i) as far as practicable and lawful, the other parties have been informed of the form and terms of the proposed disclosure and have had a reasonable opportunity to comment on the form and terms; or
 - (ii) where it is not practicable or lawful to consult with the other parties before making a disclosure, the disclosure is limited to the minimum information required to comply with the law or requirements of the Government Agency;
- (f) if required for use in legal proceedings regarding this Agreement, any Transaction Document or the Transaction; or
- (g) if a party at any time holds Sale Shares on behalf of a trust, partnership or any other fund, to the manager, trustee, custodian, nominee, partner (general, limited or otherwise), investor or prospective investor of or in that fund but only on a confidential basis.

Personal Information

15.4 Each party must comply with its obligations under applicable Privacy Laws in connection with Personal Information used or disclosed in connection with this Agreement.

16. Public announcements

16.1 The Buyer and the Sellers may make an announcement regarding any Transaction Document and the Transaction in the form agreed by the Buyer and the Sellers' Representative.

16.2 The Buyer and the Sellers may make further announcements and disclosures to the extent required by law or necessary to communicate appropriate information about the sale of the Sale Shares, provided that:

- (a) the announcements and disclosures are consistent with, and do not contain any Confidential Information that has not been disclosed in, any announcement made under clause 16;
- (b) the Buyer and the Sellers (as applicable) must use reasonable endeavours, to the extent practicable and lawful, to consult with the other party regarding any relevant disclosure and ensure that the other party is given a reasonable opportunity to review and provide comments on the form of any disclosure; and
- (c) without limiting clause 16.2(b), the Buyer will, subject to compliance with the ASX Listing Rules, use all reasonable endeavours to consult with the Sellers' Representative regarding any unscheduled announcement required under the continuous disclosure rules.

17. Exclusivity

No existing discussions

- 17.1 The Buyer represents and warrants to the Sellers that, as at the date of this Agreement, it and each of its Related Persons:
- (a) is not a party to any agreement, arrangement or understanding with a Third Party entered into for the purpose of facilitating a Buyer Competing Proposal;
 - (b) is not participating in any discussions, negotiations or other communications, and has terminated any existing discussions, negotiations or other communications, in relation to a Buyer Competing Proposal, or which could reasonably be expected to lead to a Buyer Competing Proposal;
 - (c) has ceased to provide or make available any material non-public information in relation to the Buyer Group to a Third Party where such information was provided for the purpose of facilitating, or could reasonably be expected to lead to, a Buyer Competing Proposal; and
 - (d) will not waive the provisions of any confidentiality or standstill agreement with any Third Party in connection with a Buyer Competing Proposal.

Buyer no-shop restriction

- 17.2 During the Exclusivity Period, the Buyer must ensure that neither it, nor any of its Representatives, directly or indirectly, solicits, invites, encourages or initiates any enquiries, negotiations or discussions, or communicates any intention to do any of these things, with a view to obtaining any expression of interest, offer or proposal from any other person in relation to a Buyer Competing Proposal or potential Buyer Competing Proposal.

Buyer no-talk restriction

- 17.3 Subject to clause 17.10, during the Exclusivity Period, the Buyer must ensure that neither it nor any of its Representatives:
- (a) participate in or continue any negotiations or discussions with respect to any inquiry, expression of interest, offer, proposal or discussion by any person to make, or which would reasonably be expected to encourage or lead to the making of, an actual, proposed or potential Buyer Competing Proposal or participate in or continue any negotiations or discussions with respect to any actual, proposed or potential Buyer Competing Proposal;

- (b) negotiate, accept or enter into, or offer or agree to negotiate, accept or enter into, any agreement, arrangement or understanding regarding an actual, proposed or potential Buyer Competing Proposal;
- (c) disclose or otherwise provide any material non-public information about the business or affairs of the Buyer Group to a Third Party (other than a Government Agency) with a view to obtaining, or which would reasonably be expected to encourage or lead to receipt of, an actual, proposed or potential Buyer Competing Proposal (including, without limitation, providing such information for the purposes of the conduct of due diligence investigations in respect of the Buyer Group); or
- (d) communicate to any person an intention to do anything referred to in the preceding paragraphs of this clause 17.3.

Buyer notification of approaches

17.4 During the Exclusivity Period, the Buyer must notify the Sellers' Representative in writing (within 2 Business Days) if it, or any of its Related Persons, becomes aware of any:

- (a) negotiations or discussions, approach or attempt to initiate any negotiations or discussions in respect of any inquiry, expression of interest, offer, proposal or discussion in relation to an actual, proposed or potential Buyer Competing Proposal;
- (b) proposal made to the Buyer or any of its Related Persons, in connection with, or in respect of any exploration or completion of, an actual, proposed or potential Buyer Competing Proposal; or
- (c) provision by the Buyer or any of its Related Persons of any non-public information concerning the business or operations of the Buyer Group to any Third Party (other than a Government Agency) in connection with an actual or potential Buyer Competing Proposal,

whether direct or indirect, solicited or unsolicited, and in writing or otherwise. For the avoidance of doubt, any of the acts described in clauses 17.4(a) to 17.4(c) may only be taken if not otherwise proscribed by this Agreement.

17.5 A notification given under clause 17.4 must include the identity of the relevant person making or proposing, and material terms and conditions of, the actual, proposed or potential Buyer Competing Proposal (to the extent known by the Buyer or its Related Persons).

Sellers' matching right

17.6 Without limiting clauses 17.2 and 17.3, during the Exclusivity Period, the Buyer:

- (a) must not enter into any legally binding agreement, arrangement or understanding (whether or not in writing) pursuant to which a Third Party proposes to undertake or give effect to a Buyer Competing Proposal; and
- (b) must use best endeavours to procure that none of its directors change, withdraw or adversely modify their recommendation of the Buyer Shareholder Resolutions (subject to any change of recommendation permitted under clauses 6.8, 6.9 and 6.10).

unless:

- (c) the Buyer Board acting in good faith and in order to satisfy what the members of the Buyer Board consider to be their statutory or fiduciary duties (having received written advice from its external financial and legal advisers) determines that the Buyer

Competing Proposal would be or could reasonably be expected to become, a Buyer Superior Proposal;

- (d) the Buyer has provided the Sellers' Representative with all terms and conditions of the Buyer Competing Proposal, including the price or assessed value of and the identity of the Third Party making the Buyer Competing Proposal (in each case, to the extent known by the Buyer);
- (e) the Buyer has given the Sellers at least 5 Business Days after the date of the provision of the information referred to in clause 17.6(d) to provide a matching or superior proposal to the terms of the Buyer Competing Proposal; and
- (f) the Sellers have not provided a matching or superior proposal to the terms of the Buyer Competing Proposal by the expiry of the 5 Business Day period in clause 17.6(e).

17.7 If the Sellers propose to the Buyer amendments to the Transaction that constitute a matching or superior proposal to the terms of the Buyer Competing Proposal (**Sellers' Counterproposal**) by the expiry of the 5 Business Day period in clause 17.6(e), the Buyer must procure that the Buyer Board considers the Sellers' Counterproposal and if the Buyer Board, acting reasonably and in good faith, determines that the Sellers' Counterproposal would provide an equivalent or superior outcome for the Buyer Shareholders as a whole compared with the Buyer Competing Proposal, taking into account all of the terms and conditions of the Sellers' Counterproposal, then:

- (a) the Buyer must notify the Sellers' Representative within 2 Business Days of the determination in writing, stating the reasons for that determination; and
- (b) the Buyer and the Sellers must use their best endeavours to agree the amendments to this Agreement that are reasonably necessary to reflect the Sellers' Counterproposal and to implement the Sellers' Counterproposal, in each case as soon as reasonably practicable, and the Buyer must use best endeavours to procure that a majority of the directors of the Buyer recommend that the Buyer Shareholders vote in favour of the Buyer Shareholder Resolutions (as modified by the Sellers' Counterproposal).

17.8 For the avoidance of doubt, clauses 17.6 and 17.7 apply to any Buyer Competing Proposal in relation to the Sellers' Counterproposal.

17.9 Despite any other provision of this Agreement, a statement by the Buyer, the Buyer Board or any director of the Buyer to the effect that:

- (a) the Buyer Board has determined that a Buyer Competing Proposal would be or could reasonably be expected to become, a Buyer Superior Proposal and has commenced the matching right process set out in clause 17.6; or
- (b) no action should be taken by the Buyer Shareholders pending the assessment of a Buyer Competing Proposal by the Buyer Board or the completion of the matching right process set out in clause 17.6,

does not of itself:

- (c) constitute a change, withdrawal or adverse modification of the recommendation by a Buyer director of the Buyer Shareholder Resolutions;
- (d) contravene this Agreement; or
- (e) give rise to an obligation to pay the Break Fee under clause 18.1.

Buyer fiduciary exception

17.10 Despite anything else in this Agreement, the restrictions and obligations in clause 17.3 do not apply to the extent that the Buyer Board has determined, in good faith and after having obtained written advice from its legal, and if appropriate, financial advisers, that complying with clause 17.3 would be reasonably likely to constitute a breach of the Buyer Board's fiduciary or statutory duties.

Normal provision of information

17.11 Nothing in this clause 17 prevents the Buyer or any Related Person from:

- (a) providing information to its Representatives, rating agencies or any Government Agency;
- (b) providing information required to be provided by law, including to satisfy its obligations of disclosure under the ASX Listing Rules;
- (c) providing information to auditors, lenders, contractors, customers, joint venturers and suppliers in the ordinary course of their businesses;
- (d) engaging with the Buyer Shareholders (in their capacity as a shareholder) in the ordinary course and consistent with past practice, provided such engagement does not relate to the Buyer soliciting, inviting, encouraging, facilitating or initiating an actual, proposed or potential Buyer Competing Proposal; or
- (e) making presentations to brokers, portfolio investors or analysts in the ordinary course of their businesses.

Buyer compliance with law

17.12 The Buyer:

- (a) agrees that it will not request or propose a waiver of any provision of this clause 17; and
- (b) must not make, nor cause or permit to be made, any application to the Australian Takeovers Panel or a court for or in relation to a declaration or determination regarding any provision of this clause 17.

17.13 If it is finally determined by a court, or the Australian Takeovers Panel, that the agreement by the parties under this clause 17 or any part of it:

- (a) constituted, or constitutes, or would constitute, a breach of the fiduciary or statutory duties of the Buyer Board;
- (b) constituted, or constitutes, or would constitute, 'unacceptable circumstances' within the meaning of the Corporations Act; or
- (c) was, or is, or would be, unlawful or contravene the ASX Listing Rules for any other reason,

then, to that extent (and only to that extent) the Buyer will not be obliged to comply with that provision of clause 17.

18. Break Fee

Break Fee triggers

18.1 Subject to clause 18.4, if during the Exclusivity Period:

- (a) the Sellers have terminated this Agreement under clause 4.5 or the Buyer has terminated this Agreement under clause 4.6, unless:
 - (i) the Buyer is entitled to terminate this Agreement under clause 4.4 or clause 4.9; or
 - (ii) the Independent Expert has concluded in the Independent Expert's Report (or any update, revision, amendment or supplement to that report) that the Transaction is not fair and not reasonable to the Buyer Shareholders (except where the sole or dominant reason for that conclusion is due to the existence, announcement or publication of a Buyer Competing Proposal);
- (b) the Sellers have terminated this Agreement under clause 4.4 or clause 4.8 (including because the Buyer breaches any provision under clause 17) and the Transaction does not complete; or
- (c) matters were known to the Buyer but had not been known to the Sellers before the entry into this Agreement that would constitute a Buyer Material Adverse Event and the Sellers have terminated this Agreement under clause 4.1 for breach or non-fulfilment of the Condition in clause 3.1(f) (Buyer Material Adverse Effect),

then the Buyer must pay to the Sellers in their Respective Proportion the amount of 1% of the Buyer Current Equity Value (**Break Fee**).

Payment of Break Fee

18.2 A demand by the Sellers for payment of the Break Fee under clause 18.1 must:

- (a) be in writing;
- (b) be made after the occurrence of the event in that clause giving rise to the right to payment of the Break Fee;
- (c) state the circumstances which give rise to the demand; and
- (d) nominate an account into which Buyer is to pay the Break Fee.

18.3 The Buyer must pay the Break Fee into the account nominated by Sellers, without set-off or withholding, within 15 Business Days after receiving a demand for payment under clause 18.2 where the Sellers are entitled under clause 18.1 to the Break Fee.

Compliance with law

18.4 If it is finally determined following the exhaustion of all reasonable avenues of appeal to the Australian Takeovers Panel or a court that all or any part of the Break Fee required to be paid under clause 18.1 (**Impugned Amount**):

- (a) is unlawful;
- (b) involves a breach of directors' duties; or
- (c) constitutes 'unacceptable circumstances' as declared by the Australian Takeovers Panel,

then:

- (d) the requirement to pay the Break Fee does not apply to the extent of the Impugned Amount; and
- (e) if the Sellers have received the Impugned Amount, the Sellers must refund it within 10 Business Days of the final determination being made.

Exclusive remedy

18.5 Despite any other provision of this Agreement but subject to clause 27.28, where the Break Fee becomes payable to the Sellers under this Agreement (or would be payable if a demand was made), a Seller cannot make any Claim against the Buyer in relation to any Loss to the Seller, any event or occurrence referred to in clause 18.1, and any and all Liability of the Seller in relation to any breach by the Buyer of its obligations under this Agreement or any breach of any Buyer Warranty.

Break Fee only payable once

18.6 Where the Break Fee becomes payable to the Sellers under clause 18.1 and is actually paid to the Sellers, the Sellers cannot make any claim against the Buyer for payment of any subsequent Break Fee.

No Break Fee if Transaction completes

18.7 Despite anything to the contrary in this Agreement, the Break Fee will not be payable to the Sellers if the Transaction completes, notwithstanding the occurrence of any event in clause 18.1 and, if this clause 18.7 applies, any amount or part of the Break Fee that has already been paid to the Sellers must be refunded by the Sellers within 10 Business Days of the Completion Date.

19. Reverse Break Fee

Payment conditions

19.1 Subject to clause 19.4, if during the Exclusivity Period:

- (a) the Buyer has terminated this Agreement under clause 4.4 or clause 4.9 and the Transaction does not complete; or
- (b) matters were known to the Sellers but had not been known to the Buyer before the entry into this Agreement that would constitute a Sellers Material Adverse Event and the Buyer has terminated this Agreement under clause 4.1 for breach or non-fulfilment of the Condition in clause 3.1(g) (Sellers Material Adverse Event),

then the Sellers must pay to the Buyer the amount of 1% of the Buyer Current Equity Value (**Reverse Break Fee**).

Payment of Reverse Break Fee

19.2 A demand by the Buyer for payment of the Reverse Break Fee under clause 19.1 must:

- (a) be in writing;
- (b) be made after the occurrence of the event in that clause giving rise to the right to payment of the Reverse Break Fee;
- (c) state the circumstances which give rise to the demand; and

(d) nominate an account into which Sellers are to pay the Reverse Break Fee.

19.3 The Sellers must pay the Reverse Break Fee into the account nominated by the Buyer, without set-off or withholding, within 15 Business Days after receiving a demand for payment under clause 19.2 where the Buyer is entitled under clause 19.1 to the Reverse Break Fee.

Compliance with law

19.4 If it is finally determined following the exhaustion of all reasonable avenues of appeal to the Australian Takeovers Panel or a court that all or any part of the Reverse Break Fee required to be paid under clause 19.1 (**Reverse Impugned Amount**):

- (a) is unlawful;
- (b) involves a breach of directors' duties; or
- (c) constitutes 'unacceptable circumstances' as declared by the Australian Takeovers Panel,

then:

- (d) the requirement to pay the Reverse Break Fee does not apply to the extent of the Reverse Impugned Amount; and
- (e) if Buyer has received the Reverse Impugned Amount, it must refund it within 10 Business Days of the final determination being made.

Exclusive remedy

19.5 Despite any other provision of this Agreement but subject to clause 27.28, where the Reverse Break Fee becomes payable to the Buyer under this Agreement (or would be payable if a demand was made), the Buyer may not make any Claim against any Seller in relation to any Loss to the Buyer, any event or occurrence referred to in clause 19.1, and any and all Liability of the Buyer in relation to any breach by any Seller of its obligations under this Agreement or any breach of any Seller Warranty.

Reverse Break Fee only payable once

19.6 Where the Reverse Break Fee becomes payable to the Buyer under clause 19.1 and is actually paid to the Buyer, the Buyer cannot make any claim against the Sellers for payment of any subsequent Reverse Break Fee.

No Reverse Break Fee if Transaction completes

19.7 Despite anything to the contrary in this Agreement, the Reverse Break Fee will not be payable to the Buyer if the Transaction completes, notwithstanding the occurrence of any event in clause 19.1 and, if this clause 19.7 applies, any amount or part of the Reverse Break Fee that has already been paid to the Buyer must be refunded by the Buyer within 10 Business Days of the Completion Date.

20. Protection of the Business

Non-compete

20.1 Subject to clause 20.5 each Seller and each Covenantor undertakes that it will not, and will procure that its Related Entities (excluding any Buyer Group Member) will not, during the Restricted Period engage or be involved or interested in (either directly or indirectly and

whether as a partner, joint venturer, financier or shareholder, employee of or consultant to, any entity or otherwise) any Protected Business in the Restricted Area without the prior written consent of the Buyer.

No solicitation of customers

20.2 Each Seller and each Covenantor undertakes that it will not, and will procure that its Related Entities will not, during the Restricted Period solicit or persuade (either solely or jointly with any other person and in any capacity whatsoever) any person who the Seller (or Covenantor) is aware is, or was at any time during the period of 12 months prior to Completion, a customer of or client of any Company Group Member to cease doing business with the Company Group or reduce the amount of business that the customer or client would otherwise do with the Company Group.

No solicitation of staff

20.3 Each Seller and each Covenantor undertakes that it will not, and will procure that its Related Entities will not, during the Restricted Period solicit or persuade any person who the Seller (or Covenantor) is aware is, or was any time during the period of 12 months prior to Completion, a director, officer or employee of a Company Group Member to terminate their engagement with the Company Group (whether or not that person would breach their employment contract or other terms of engagement).

20.4 This restriction does not apply where a person responds to a bona fide advertisement published by or on behalf of a Seller or any Related Entity that is targeted to a wide audience of potential applicants.

Exceptions

20.5 Clause 20.1 does not prevent a person from owning or controlling, directly or indirectly, quoted shares or other quoted securities of an entity listed on any recognised stock exchange (even if that entity is engaged or involved in a Protected Business), provided the aggregate holding owned or controlled by that person and its Related Entities does not exceed 5% of any class of issued securities of the relevant listed entity.

General

20.6 The parties agree that the obligations and restrictions set out in this clause 20 are to be regarded as separate, distinct and severable, and so that a determination by a court or tribunal in any jurisdiction as to the invalidity or unenforceability of any part or provision of this clause 20 in any jurisdiction will in no way affect:

- (a) the enforceability in the relevant jurisdiction of the remainder of this clause 20 (which will continue to apply as if the relevant part or provision was deleted); or
- (b) the enforceability (or otherwise) of the relevant part or provision in any other jurisdiction.

20.7 Each Seller and each the Covenantor acknowledges that:

- (a) each of the separate obligations and restrictions in this clause 20 is fundamental to the Buyer's decision to enter into this Agreement, is fair and reasonable in all the circumstances and necessary to protect, amongst other things, the goodwill of the Company Group and the Business (and the interests of the Buyer and the Buyer Group in the Company Group and the value of the Sale Shares), and is intended to operate to the maximum possible extent;

- (b) it has obtained, or has had the opportunity to obtain, independent legal advice in relation to this Agreement and in particular this clause 20; and
- (c) the remedy of damages may be inadequate to protect the interests of the Buyer or the Buyer Group, and the Buyer is entitled to seek and obtain injunctive relief, or any other relief.

21. GST

Definitions

21.1 Terms used in this clause 16 have the meanings given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Consideration is exclusive of GST

21.2 Unless expressly stated otherwise, all fees, charges, prices or other sums payable or consideration to be provided under or in accordance with this Agreement are exclusive of GST.

Recipient to pay additional amount for GST

21.3 If GST is payable on any supply made under or in accordance with this Agreement, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable for the taxable supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount must be made at the same time as payment for the taxable supply is required to be made in accordance with this Agreement.

Reimbursement of expenses

21.4 If this Agreement requires a party to pay for, reimburse or contribute to any expense, loss or outgoing (**reimbursable expense**) suffered or incurred by another party, the amount required to be paid, reimbursed or contributed by the first party will be the sum of the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense and any GST payable by the other party unless the first party is able to claim input tax credit with respect to the reimbursable expense.

22. Notices

Requirements

22.1 All notices must be:

- (a) in writing and in English;
- (b) addressed to the recipient at the address or email address set out below or to such other address or email address as that party may notify to the other parties:

Buyer:

Address: Level 4, 96-100 Albert Road, South Melbourne
VIC 3205

Attention: John Walstab

Email: jwalstab@qhealthcare.com.au

Any Seller(s), Covenantor or the Sellers' Representative:

Address: 5 Eucalyptus Place, Eastern Creek, NSW 2766

Attention: David Collins

Email: David.Collins@ch2.net.au

With a copy (which does not constitute notice) to: Baker McKenzie
Tower One – International Towers Sydney
Level 46, 100 Barangaroo Avenue
Barangaroo NSW 2000
Attention: Steven Glanz
Email: Steven.Glanz@bakermckenzie.com

- (c) signed by or on behalf of the party giving the notice. If the notice is sent by email and does not contain a signature, it is deemed to be signed by the person identified as the sender of the email;
- (d) sent to the recipient by hand, prepaid post (airmail if to or from a place outside Australia) or email; and
- (e) if sent by email, in a form which:
 - (i) identifies the sender; and
 - (ii) clearly indicates the subject matter of the notice in the subject heading of the email.

Receipt

22.2 Without limiting any other means by which a party may prove that a notice has been received, a notice is deemed to be received:

- (a) if sent by hand, when left at the address of the recipient;
- (b) if sent by prepaid post, five Business Days (if posted within Australia to an address in Australia) or 10 Business Days (if posted from one country to another) after the day of posting; or
- (c) if sent by email:
 - (i) at the time the email was delivered to the recipient's email server or the recipient read the email, as stated in an automated message received by the sender; or
 - (ii) one hour after the email was sent (as recorded on the device from which it was sent), unless within 24 hours of sending the email the sender receives an automated message that it was not delivered,

whichever is earlier,

but if a notice would otherwise be deemed to be received by a party on a day which is not a Business Day, or after 5.00 pm (local time at the receiving party's address) on a Business Day, the notice is deemed to be received by the party at 9.00 am (local time at its address) on the first Business Day after that day.

23. Sellers' Representative

23.1 Despite any other provision of any Transaction Document, each Seller:

- (a) agrees that the Sellers' Representative is authorised to:
 - (i) exercise or waive any rights or perform any obligations;
 - (ii) carry out any act, consent or agree to any matter, amend or vary any provision, make any determination, and give or receive any notice or direction, which the Sellers' Representative considers necessary or desirable in connection with the Transaction;
 - (iii) give or receive any monies;
 - (iv) give and receive documents;
 - (v) conduct, negotiate, defend, compromise, settle or appeal any Claim and execute any settlement documentation;
 - (vi) engage any advisers; and
 - (vii) execute any document as agent or attorney,

for and on behalf of any Seller, in connection with any Transaction Document or any matter arising directly or indirectly in connection with any Transaction Document; and

- (b) irrevocably appoints the Sellers' Representative as its agent to receive and acknowledge on its behalf service of any document relating to any Claim arising directly or indirectly in connection with any Transaction Document, and agrees that service of any such document on the Sellers' Representative is effective service on that Seller for all purposes.

23.2 The Sellers agree that:

- (a) any act or thing done by the Sellers' Representative under clause 23.1(a) is binding on them under the Transaction Documents and the Buyer is entitled to treat any act or thing done by the Sellers' Representative under clause 23.1(a) as binding on the Sellers;
- (b) the Buyer is not required to enquire any further in respect of any act or thing done by the Sellers' Representative under clause 23.1(a); and
- (c) the Buyer may discharge any obligation under this Agreement to give any payment, document, notice or other thing to the Sellers (including any document served to initiate or as part of legal proceedings against any one or more of the Sellers), by giving it to the Sellers' Representative.

23.3 The Sellers' Representative has no Liability to any party for any act or thing done by it under, or purportedly under, clause 23.1(a), or any omission made by it in its capacity as Sellers' Representative under this Agreement, except to the extent that an act or omission amounts to fraud on the part of the Sellers' Representative.

23.4 If a provision of this Agreement is expressed to require the Sellers' Representative to do or to refrain from doing any act or thing, and the Sellers' Representative is not a party to this Agreement, the Sellers must procure that the Sellers' Representative does or refrains from doing (as applicable) that act or thing.

24. Covenantors guarantee and indemnity

Guarantee and indemnity

24.1 Subject to clause 24.5, each Covenantor:

- (a) unconditionally and irrevocably guarantees to the Buyer the due and punctual performance of its Associated Seller's obligations under this Agreement; and
- (b) as a separate and additional liability, indemnifies the Buyer against any Loss suffered or incurred by the Buyer arising from any default or delay in the due and punctual performance of its Associated Seller's obligations under this Agreement.

Extent of guarantee and indemnity

24.2 The obligations of the Covenantors under this clause 24 are absolute and are not released, discharged or otherwise affected by anything that, but for this provision, might have that effect including (whether with or without the consent of the Covenantors):

- (a) the grant to the Associated Seller or any other person of any time, waiver or other indulgence, or the discharge or release of the Associated Seller or any other person from any Liability or obligation;
- (b) any alteration, amendment, variation, supplement, renewal or replacement of this Agreement or any other document or agreement, or any assignment of this Agreement;
- (c) any transaction, agreement or arrangement that may take place with the Buyer, the Associated Seller or any other person;
- (d) the Buyer exercising, or refraining from or delaying exercising, any rights, powers or remedies under this Agreement, any other document or agreement or at law;
- (e) any other present or future credit support given by a Covenantor or any other person in favour of the Buyer in respect of the obligations of its Associated Seller, or any amendment, replacement, extinguishment, unenforceability, failure, loss, release, discharge, abandonment or transfer of any such credit support;
- (f) any failure to give effective notice to the Associated Seller, Covenantor or any other person of any default under this Agreement or any other document or agreement; or
- (g) any liquidation of, or any legal limitation, disability, incapacity or other circumstances related to, the Associated Seller, the Covenantor or any other person.

Nature of obligations

24.3 This clause 24 is:

- (a) a principal and independent obligation of each Covenantor and is not to be treated as ancillary or collateral to any other right or obligation; and
- (b) a continuing obligation of each Covenantor, despite Completion, and remains in full force and effect for so long as its Associated Seller has any Liabilities or obligations to the Buyer under this Agreement and until all of those Liabilities or obligations have been fully discharged.

Payment and liability

- 24.4 Each Covenantor must pay all moneys that it becomes liable to pay under this clause 24:
- (a) on demand by the Buyer; and
 - (b) in the currency in which they are payable under this Agreement and free of any commissions and expenses relating to foreign currency conversion or any other charges or expenses.
- 24.5 Each Covenantor's liability to the Buyer under this clause 24 will not exceed the Liability of the Associated Seller of that Covenantor to the Buyer in respect of the relevant default or delay (and so that the Covenantor is for the avoidance of doubt entitled to the benefit of the limitations and qualifications in clause 11 to the extent applicable to the Liability of its Associated Seller). This does not affect any liability for interest for late payment under clause 27.9.
-

25. Trustee Seller limitation of Liability

- 25.1 Each Trustee Seller enters into this Agreement and the Transaction only as trustee of the Trust. This applies equally to any past or future conduct (including omissions) relating to this Agreement and the Transaction.
- 25.2 Subject to clauses 24 and 25.4, a Liability arising under or in connection with this Agreement and the Transaction is limited to and can be enforced against a Trustee Seller only to the extent to which it can be satisfied out of the property of the Trust out of which the Trustee Seller is actually indemnified.
- 25.3 Without limiting clause 24, this clause 25 applies despite any other provision of this Agreement and extends to all Liabilities and obligations of a Trustee Seller in any way connected with this Agreement and the Transaction.
- 25.4 Subject to clauses 24 and 25.5, if the Buyer does not recover all moneys owing to it arising from the non-performance of any obligation of a Trustee Seller under this Agreement and the Transaction by enforcing the rights referred to in clause 25.2, it may not seek to recover the shortfall by:
- (a) bringing proceedings against the Trustee Seller other than with respect to the assets of the Trust;
 - (b) applying to have the Trustee Seller wound up or proving in the winding up, administration or arrangement of the Trustee Seller;
 - (c) seeking to set-off against the Trustee Seller the relevant amount; or
 - (d) otherwise seeking to have the relevant amount satisfied out of any assets of the Trustee Seller other than the assets of the Trust, or seeking relief or orders that are inconsistent with the limitations in this clause 25.4.
- 25.5 This clause 25 does not apply to any obligation or Liability of a Trustee Seller to the extent that the Trustee Seller's fraud, gross negligence or material breach of trust results in a reduction in indemnification out of the assets of the Trust.
- 25.6 Each Trustee Seller is released from its obligations under this Agreement on the appointment of a new or replacement trustee of the relevant Trust, if the new or replacement trustee accepts the Trustee Seller's obligations under this Agreement.

26. CGT Withholding Tax

- 26.1 Each Seller declares that, in respect to itself only, for the period beginning from the date of this Agreement until Completion:
- (a) it is and will be an Australian Resident (as that term is defined in the 1997 Act); or
 - (b) the Sale Shares held by it are not Indirect Australian Real Property Interests (as those terms are defined in the 1997 Act).
- 26.2 The Buyer acknowledges and agrees that it does not at the date of this Agreement know the declaration in clause 26.1 to be false.
- 26.3 If Completion becomes scheduled to occur on a date more than 6 months after the date of this Agreement, each Seller must, at least 5 Business Days before Completion is scheduled to occur, provide the Buyer with a further declaration for the period commencing not more than 6 months before Completion:
- (a) declaring that, it is and will be an Australian Resident; or
 - (b) declaring that the Sale Shares are not Indirect Australian Real Property Interests (as those terms are defined in the 1997 Act),
- (each a **Further Declaration**).
- 26.4 The Buyer will have no entitlement to make, and will not make, a deduction or withholding from any amount payable under this Agreement to a Seller at Completion for the purposes of the foreign resident capital gains withholding provisions in Subdivision 14-D of Schedule 1 to the 1997 Act unless:
- (a) (if Completion occurs within 6 months after the date of this Agreement) the Buyer becomes aware that the declaration in clause 26.1 by that Seller was or has become false: or
 - (b) otherwise:
 - (i) that Seller fails to provide the Buyer with a Further Declaration in accordance with clause 26.3; or
 - (ii) that Seller provides a Further Declaration but the Buyer knows it to be false when given or subsequently becomes aware before Completion that it was or has become false.
- 26.5 If before Completion, the Buyer knows or suspects a declaration given in clause 26.1 (or where applicable a Further Declaration given pursuant to clause 26.3) to have been, or to have become, false, it must:
- (a) notify the relevant Seller in writing and provide the basis for that knowledge;
 - (b) to the extent practicable, provide the Seller with an opportunity to provide the Buyer with information supporting the veracity of the declaration; and
 - (c) act in good faith in considering any information provided by or on behalf of the relevant Seller in determining whether it is obliged to withhold any amount for the purposes of the foreign resident capital gains withholding provisions.

27. General provisions

Entire agreement

- 27.1 This Agreement (and the other Transaction Documents) is the entire agreement of the parties about the subject matter of this Agreement and supersedes any prior representations, negotiations, arrangements, understandings or agreements and all other communications.
- 27.2 No party has relied on any statement by any other party not expressly included in this Agreement.

Inconsistency

- 27.3 If there is any inconsistency between this Agreement and any other Transaction Document, this Agreement will prevail to the extent of the inconsistency.

Costs

- 27.4 Subject to clause 27.5 below, the Sellers agree to bear the Transaction Costs reasonably incurred by the Buyer on and prior to Completion.
- 27.5 If Completion does not occur by the Sunset Date or this Agreement is terminated (whichever is earlier), the Buyer agrees to:
- (a) reimburse the Sellers in full all Transaction Costs incurred by the Buyer and paid by the Sellers (or any Company Group Member) in accordance with clause 27.4 above; and
 - (b) bear all other Transaction Costs incurred by it.
- 27.6 The Transaction Costs will be disregarded for the purposes of determining a Sellers Material Adverse Event.

Duty

- 27.7 The Buyer must pay all Duty in respect of the execution, delivery and performance of this Agreement and each Transaction Document.

Gross up

- 27.8 If any sum payable by any party under or in connection with this Agreement (including under any indemnity) is subject to deduction or withholding in respect of Tax, that sum must be increased by the amount necessary to ensure that after deduction or withholding the entity receiving the payment will receive an amount equal to the sum otherwise required to be paid.

Default interest

- 27.9 If a party fails to pay any amount payable under this Agreement on the due date for payment, that party must, in addition to the continuing liability to pay the amount unpaid, pay interest on the amount unpaid at the Interest Rate plus 3% per annum.
- 27.10 The interest payable under clause 27.9:
- (a) accrues from day to day on and from the due date for payment up to the actual date of payment, before and, as an additional and independent obligation, after any judgment or other thing into which the Liability to pay the amount becomes merged; and
 - (b) may be capitalised by the person to whom it is payable at monthly intervals.

27.11 The right to payment of interest under clause 27.9 is without prejudice to any other rights a non-defaulting party may have against the defaulting party at law or in equity.

Further assurances

27.12 Subject to clause 27.4, each party must, at its own expense, whenever reasonably requested by another party, promptly do or, to the extent reasonably practicable, arrange for others to do everything, including executing any documents, reasonably necessary to give full effect to the Transaction Documents and the Transaction.

27.13 Despite clause 27.12, if a Buyer Group Member determines that any Transaction Document contains or creates a Security Interest for the purposes of the PPSA, the Buyer Group Member must consult with the Sellers' Representative in relation to what steps (if any) the Buyer Group Member may take to ensure that the Security Interest is enforceable, protected, perfected and otherwise effective. The Buyer Group Member must not apply for any registration, or give any notification, in relation to any Security Interest for the purpose of the PPSA or disclose a copy of any Transaction Document, without the prior written consent of the Sellers' Representative.

No merger

27.14 The warranties, indemnities (including the Indemnities), representations and covenants by the parties in this Agreement are continuing and will not merge or be extinguished on Completion.

Third party benefit

27.15 If a provision of this Agreement is expressed to be for the benefit of a person who is not a party, the party specified in clause 27.16:

- (a) receives and holds the benefit of the provision on its own behalf and on trust for and as agent of the other person;
- (b) assumes no other duty or Liability to the other person; and
- (c) may revoke the trust or vary or remove the provision as it sees fit without the consent of and without having regard to the interests of the other person.

27.16 For the purpose of clause 27.15, if the person is:

- (a) a Company Group Member or a Representative of a Company Group Member, the specified party is the Sellers before Completion and the Buyer on and from Completion;
- (b) a Related Entity or a Representative of a Seller, the specified party is the relevant Seller;
- (c) a Relevant Person or a Company Released Person to which clauses 27.16(a) and 27.16(b) do not apply, the specified party is the Sellers;
- (d) a Buyer Released Person, the specified party is the Buyer;
- (e) a Company Released Person, the specified party is the Sellers; or
- (f) the Sellers' Representative, the specified party is the Sellers.

Consents and approvals

27.17 A party may give its approval or consent conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this Agreement expressly provides otherwise.

Waiver and exercise of rights

27.18 A waiver by a party of a provision of or a right under this Agreement is binding on the party granting the waiver only if it is given in writing and is signed by the party or an officer of the party granting the waiver.

27.19 A waiver is effective only in the specific instance and for the specific purpose for which it is given.

27.20 A single or partial exercise of a right by a party does not preclude another or further exercise or attempted exercise of that right or the exercise of another right.

27.21 Failure by a party to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

Amendment

27.22 This Agreement and any other agreement or document referred to in this Agreement or executed in connection with this Agreement (including the other Transaction Documents) may be amended only by a document signed by the parties to the relevant agreement or document.

Assignment

27.23 A party must not transfer, assign, create an interest in or deal in any other way with any of its rights under this Agreement without the prior written consent of the other parties, and any purported assignment in contravention of this clause is void.

Supervening legislation

27.24 Any future legislation which operates to vary the rights or obligations of a party under this Agreement (except under clause 11.11(h)) is excluded unless its exclusion is prohibited or rendered ineffective by law.

Invalid or unenforceable provisions

27.25 If a provision of this Agreement is invalid or unenforceable in a jurisdiction:

- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
- (b) that fact does not affect the validity or enforceability of:
 - (i) that provision in another jurisdiction; or
 - (ii) the remaining provisions.

Remedies cumulative

27.26 Except as provided in this Agreement and permitted by law, the rights, powers and remedies provided in this Agreement are cumulative with, and not exclusive of, the rights, powers and remedies provided by law independently of this Agreement.

27.27 The rights, duties and remedies granted or imposed under the provisions of this Agreement operate to the extent not excluded by law.

27.28 Each party acknowledges that the remedy of damages may be inadequate to protect the interests of the parties for a breach of this Agreement and that either party is entitled to seek and obtain specific performance if either party breaches, or threatens to breach this Agreement, regardless of whether the Break Fee or Reverse Break Fee has been paid.

Relationship of the parties

27.29 Nothing in this Agreement gives a party authority to bind any other party in any way or creates any relationship of agency or partnership between any parties.

27.30 Nothing in this Agreement imposes any fiduciary duties on a party in relation to any other party.

Service of process

27.31 Each party agrees that a document required to be served in proceedings relating to or arising out of this Agreement may be served at its address for service of notices under clause 22.

Counterparts and signatures

27.32 This Agreement may be signed in counterparts and all counterparts taken together constitute one document. Counterparts may be signed and exchanged by any means and in any form effective under applicable laws, whether physical or electronic. Each party consents to the use of any method of signature which is commonly accepted in Australia for documents of this nature (including DocuSign or another reputable digital signature platform, or a scanned or other visual representation of a handwritten signature) and is otherwise effective at law.

Governing law and jurisdiction

27.33 This Agreement is governed by the laws of New South Wales.

27.34 Each party irrevocably and unconditionally:

- (a) submits to the non-exclusive jurisdiction of the courts in and of New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this Agreement; and
- (b) waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

Schedule 1

Sellers, Sale Shares and Covenantors

1.1 Sellers and Sale Shares

The Sellers whose details are set out below hold the following Sale Shares in the Company:

Column One	Column Two	Column Three
Seller and address	Number and class of Sale Shares held by Seller	Respective Proportion
Peter Andre Lacaze and Dianne Lacaze as trustees for the Lacaze Family Trust of 74 Smiths Road Templestowe VIC 3106	47,299,284 fully paid ordinary shares	50%
David Keith Collins and Cherie Maria Millar as trustees for the Collins Millar Family Trust of 41/60 Flinders Street Melbourne VIC 3000	47,299,284 fully paid ordinary shares	50%

1.2 Covenantors

Covenantor	Associated Seller
Peter Andre Lacaze	Peter Andre Lacaze and Dianne Lacaze as trustees for the Lacaze Family Trust
David Keith Collins	David Keith Collins and Cherie Maria Millar as trustees for the Collins Millar Family Trust

Schedule 2

Company Group

Name of Company Group Member	ABN / ACN / registration number	Issued capital	Shareholder(s)
CH2 Holdings Pty Limited	ACN 113 630 505	94,598,568 fully paid ordinary shares	Peter Andre Lacaze and Dianne Lacaze* David Keith Collins and Cherie Maria Millar*
CH2 Operations Pty Limited	ACN 113 868 643	42,500,001 fully paid ordinary shares	CH2 Holdings Pty Limited
Clifford Hallam Healthcare Pty Limited	ACN 001 655 554	58,714,477 fully paid ordinary shares	CH2 Operations Pty Limited
Cottman Australia Pty Limited	ACN 075 929 243	2 fully paid ordinary shares	Clifford Hallam Healthcare Pty Limited
LJ Cottman (WA) Pty Limited	ACN 075 929 234	2 fully paid ordinary shares	Cottman Australia Pty Ltd
Surgical Buyers Australia Pty Limited	ACN 084 464 497	1 fully paid ordinary share	Cottman Australia Pty Ltd

*shares are not beneficially held

Schedule 3

Buyer Shareholder Resolutions

1. CH2 Acquisition

To consider and if thought fit pass the following as an ordinary resolution:

"That, for the purposes of item 7 of section 611 of the Corporations Act and for all other purposes, approval is given for the Company to issue [insert Share Consideration] to the Sellers as consideration for the acquisition by the Company of all of the issued capital in CH2 Holdings Pty Limited (ABN 80 113 630 505), on the basis set out in the Notice of Meeting.

2. Appointment of David Collins

To consider and if thought fit pass the following as an ordinary resolution:

"That David Collins be appointed as a director of the Company with effect from completion of the acquisition of CH2 Holdings Pty Limited (ABN 80 113 630 505)".

3. Appointment of Carmen Riley

To consider and if thought fit pass the following as an ordinary resolution:

"That Carmen Riley be appointed as a director of the Company with effect from completion of the acquisition of CH2 Holdings Pty Limited (ABN 80 113 630 505)".

4. Appointment of Peter Lacaze

To consider and if thought fit pass the following as an ordinary resolution:

"That Peter Lacaze be appointed as a director of the Company with effect from completion of the acquisition of CH2 Holdings Pty Limited (ABN 80 113 630 505)".

5. Appointment of [Independent Director No. 1]

To consider and if thought fit pass the following as an ordinary resolution:

"That [Independent Director No. 1] be appointed as an independent director of the Company with effect from completion of the acquisition of CH2 Holdings Pty Limited (ABN 80 113 630 505)".

6. Appointment of [Independent Director No. 2]

To consider and if thought fit pass the following as an ordinary resolution:

"That [Independent Director No. 2] be appointed as an independent director of the Company with effect from completion of the acquisition of CH2 Holdings Pty Limited (ABN 80 113 630 505)".

Schedule 4

Sellers' Warranties

Part A – Title and Capacity Warranties

1. Capacity of Sellers

- 1.1 Each Seller:
- (a) has full power and authority to enter into, deliver and perform the relevant Transaction Documents;
 - (b) has taken all necessary action and obtained all necessary authorisations to authorise its entry into and delivery and performance of the relevant Transaction Documents; and
 - (c) if a body corporate, is duly incorporated and validly exists under the law of its place of incorporation.
- 1.2 Each relevant Transaction Document constitutes valid and binding obligations of each Seller in accordance with its terms, subject to any principles of equity or insolvency law and necessary stamping.
- 1.3 The entry into, and delivery and performance of, each relevant Transaction Document by each Seller does not and will not result in a breach of:
- (a) any obligation (including any statutory, contractual or fiduciary obligation) of the Seller;
 - (b) any Security Interest;
 - (c) any applicable law; or
 - (d) the constitution or trust deed of the Seller (if any).
- 1.4 No Seller is the subject of an Insolvency Event and, to the Sellers' knowledge, there are no matters that could reasonably be expected to lead to an Insolvency Event for any Seller.
- 1.5 No Seller has entered into any Transaction Document as trustee of any trust or settlement, other than any Trustee Seller.

2. Sale Shares

- 2.1 Each Trustee Seller is the sole legal owner, and the beneficiaries of the relevant Trust are the sole beneficial owners, of the Sale Shares set out against the Trustee Seller's name in column two of Schedule 1.
- 2.2 There are no Security Interests over the Sale Shares.
- 2.3 The Sale Shares are all of the issued shares in the capital of the Company and there are no outstanding convertible securities, options or agreements which:
- (a) entitle any person to call for the issue, purchase or transfer of any Securities; or
 - (b) create or require to be created any Security Interest over any of the Sale Shares (except as agreed in writing by the Buyer).

- 2.4 There is no restriction on the transfer of the Sale Shares to the Buyer.
- 2.5 The Sale Shares are fully paid.
- 2.6 The Buyer will acquire the full legal and beneficial ownership of the Sale Shares free and clear of all Security Interests, subject to registration of the Buyer in the Company's share register.

3. Company Group

- 3.1 Each Company Group Member:
 - (a) is duly incorporated and validly exists under the law of its place of incorporation;
 - (b) has full corporate power and authority to own and use its assets and to carry on its business as carried on at the date of this Agreement;
 - (c) is duly registered and authorised to do business in those jurisdictions which, by the nature of its business and assets, makes registration or authorisation necessary; and
 - (d) has conducted the Business in compliance with the constitution or other constituent documents of that Company Group Member.
- 3.2 No Company Group Member is the subject of an Insolvency Event and, to the Sellers' knowledge, there are no matters that could reasonably be expected to lead to an Insolvency Event for any Company Group Member.
- 3.3 No Company Group Member has, other than as Disclosed in the Sellers Disclosure Material:
 - (a) reduced, repaid, redeemed or repurchased any of its share capital or undergone any capital reorganisation or resolved to repurchase any of its shares;
 - (b) established any share, option or other equity incentive scheme or employee share ownership plan for any of its officers, employees or contractors; or
 - (c) exercised any lien over any of its issued shares.
- 3.4 For each Company Group Member:
 - (a) at Completion all of its shares are free and clear of all Security Interests;
 - (b) its shares can be sold and transferred free of any competing rights, including pre-emptive rights or rights of first refusal;
 - (c) its shares have been validly issued, are fully paid and no money is owing in respect of them;
 - (d) there are no outstanding convertible securities, options or agreements which:
 - (i) entitle any person to call for the issue, purchase or transfer of any of its securities; or
 - (ii) create or require to be created any Security Interest over any of its securities (except as agreed in writing by the Buyer).

4. Trustee Seller Warranties

- 4.1 In respect of each Trustee Seller:

- (a) it is the only trustee of the Trust and no action has been taken or is now proposed to be taken to remove it as trustee of the Trust;
- (b) there are no other agreements in relation to the Trust other than the Trust Deed;
- (c) it has the power under the Trust Deed and law to:
 - (i) execute and deliver the relevant Transaction Documents; and
 - (ii) perform its obligations under the relevant Transaction Documents;
- (d) all action required by the Trust Deed and law to authorise:
 - (i) its execution and delivery of the relevant Transaction Documents; and
 - (ii) the performance of its obligations under the relevant Transaction Documents, has been taken (including receipt of any necessary authorisations);
- (e) it has a right to be fully indemnified out of the property and assets of the Trust (subject to the Trust Deed and law) in respect of the obligations incurred by it under the relevant Transaction Documents and the assets of the Trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the Trustee Seller has a right to be indemnified out of the assets of the Trust;
- (f) it is not in breach of any of its obligations as trustee of the Trust, whether under the trust deed or otherwise; and
- (g) the Trust has not been terminated and no action is pending to terminate the Trust.

Part B – Business Warranties

5. Notice of Meeting Information

- 5.1 The Company Information contained in the Notice of Meeting, as at the date the Notice of Meeting is dispatched, will not contain any statement which is materially misleading or deceptive (with any statement of belief or opinion having been honestly held and formed on a reasonable basis), including by way of omission from that statement.
- 5.2 The Company Information:
 - (a) will be prepared and included in the Notice of Meeting in good faith and on the understanding that the Buyer will rely on that information for the purpose of determining to proceed with the Transaction; and
 - (b) will comply in all material respects with the requirements of the Corporations Act, the Corporations Regulations, RG 74 and applicable guidance from a Government Agency;
- 5.3 All information provided by the Sellers to the Independent Expert will be provided in good faith and on the understanding that the Independent Expert will rely on that information for the purpose of preparing the Independent Expert's Report.

6. Records

- 6.1 The books of account of each Company Group Member (including any which they may be obliged to produce under any contract now in force) are up to date, in each Company Group

Member's possession and are true and complete in accordance with the law and applicable standards, principles and practices generally accepted in Australia.

- 6.2 The Books and Records of each Company Group Member other than accounting records:
- (a) have been properly maintained;
 - (b) do not contain or reflect any material inaccuracies or material discrepancies; and
 - (c) comprise all the records, information and data necessary and sufficient in all respects to enable the Buyer and the Company Group to conduct and operate the Business consistent with how the Business was operated during the 12 months prior to the date of this Agreement.

7. Authorisations

- 7.1 Each Company Group Member holds all material Authorisations necessary for it to conduct the Business as conducted as at the date of this Agreement (**Material Authorisations**).
- 7.2 All Material Authorisations are valid and subsisting and the Company Group has paid all fees and charges in relation to them when due.
- 7.3 Each Company Group Member has complied in all material respects with all Material Authorisations and no Company Group Member:
- (a) is in material breach of, or default under, any Material Authorisation as at the date of this Agreement; or
 - (b) has received any notice in respect of the termination, revocation, variation or non-renewal of any Material Authorisation.

8. Insurance

- 8.1 The Company Group has effected all insurances:
- (a) required by law to be effected by it in respect of the Business, subject to deductibles; and
 - (b) so far as the Sellers are aware, to insure against risks typically insured by a reasonable person operating the types of business similar to the Business.
- 8.2 So far as the Sellers are aware, nothing has been done or omitted to be done by a Company Group Member which would make any insurance policy which was acquired void, voidable or unenforceable or that would permit an insurer to cancel the insurance policy or refuse or materially reduce a claim.
- 8.3 As at the date of this Agreement, there are no outstanding claims made by the Company Group or any person on its behalf under an insurance policy held in respect of the Business and the Sellers are not aware of any matters, facts or circumstances that would give rise to a claim under any insurance policy held in respect of the Business.

9. No regulatory approvals

- 9.1 As at the date of this Agreement, the Company Group does not require any approval, consent, clearance, waiver, ruling, relief, confirmation, exemption, declaration or notice from any Government Agency in order to execute and perform this Agreement, other than, for the avoidance of doubt, any regulatory approvals contemplated by this Agreement.

10. Assets

10.1 At Completion:

- (a) the Company Group will own, or have the right to use the Assets;
- (b) the Assets will be free from any Security Interests (other than any Permitted Security Interests); and
- (c) the Assets will not be the subject of any agreements or arrangements to dispose or not to dispose or that otherwise restrict their use or disposal.

10.2 The Assets will comprise all of the assets necessary for the conduct of the Business as carried on as at the date of this Agreement and at Completion.

11. Material contracts

11.1 With respect to each material contract to which a Company Group Member is a party that imposes an obligation to pay or contains a right to receive more than \$1 million annually (**Company Warranty Contract**):

- (a) no Company Group Member is in default, or would be in default but for the requirements of notice or lapse of time, under a Company Warranty Contract;
- (b) so far as the Sellers are aware, no other party to any Company Warranty Contract is in default, or would be in default but for the requirements of notice or lapse of time, under that contract; and
- (c) no Company Group Member has received, or given, any notice of termination of any Company Warranty Contract.

11.2 As at the date of this Agreement, each Company Warranty Contract:

- (a) is in full force and effect;
- (b) so far as the Sellers are aware, is not void, voidable, illegal or unenforceable, in whole or in part;
- (c) is valid, binding and enforceable against the parties to it in accordance with its terms; and
- (d) is not the subject of any notice of termination or suspension.

12. Financing

12.1 Immediately following Completion there will be no Financial Indebtedness of any Company Group Member other than the Permitted Financial Indebtedness.

12.2 There is no existing or unremedied breach of, or any default, cancellation event, prepayment event or similar event under, any agreement or arrangement for the borrowing of money to which any Company Group Member is party, and the transactions contemplated by this Agreement will not trigger any such breach, default, cancellation event, prepayment event or similar event.

12.3 No notices or demands have been served on a Company Group Member that remain outstanding in relation to default or non compliance under any agreement or arrangement for the borrowing of money to which any Company Group Member is party.

13. Compliance with laws

- 13.1 As at the date of this Agreement, each Company Group Member has complied in all material respects with all laws or regulations applicable to it and no Company Group Member has received notice from any Government Agency of any material breach of Australian and foreign laws or regulations applicable to them or orders of Australian and foreign Government Agencies having jurisdiction over them.

14. Litigation

- 14.1 As at the date of this Agreement, there are no current proceedings, investigations, prosecutions, litigation matters, infringement notices, notices of regulatory audits or other forms of litigation or dispute resolution process or administrative or governmental proceedings under which the amount in dispute, claimed or for which a Company Group Member may be liable exceeds \$5 million (**Material Proceedings**), and so far as the Sellers are aware:
- (a) there are no Material Proceedings pending or threatened against any Company Group Member and the Sellers are not aware of any facts, matters or circumstances that may give rise to Material Proceedings;
 - (b) no Company Group Member is subject to any outstanding or unsatisfied settlement, judgement, decree, award, order or other decisions of any court, quasi-judicial body or Government Agency; and
 - (c) no Company Group Member has given any undertaking or assurance (whether legally binding or otherwise) to any court or Government Agency in the three years prior to the date of this Agreement.

15. Accounts

- 15.1 The Accounts:
- (a) comply with applicable statutory requirements and were prepared in accordance with the Accounting Standards;
 - (b) give a true and fair view of the Company Group's financial position as at 30 June 2023 and of its financial performance for the year then ended;
 - (c) are not misleading or deceptive or likely to mislead or deceive (in each case whether by omission or otherwise); and
 - (d) are not affected by any unusual, abnormal, extraordinary or non-recurring items, other than those items specifically disclosed in those financial statements.
- 15.2 Since the Accounts Date the Business has been conducted in all material respects in the ordinary and usual course of business other than for the transactions contemplated by this Agreement (and the Transaction Documents).

16. Property

- 16.1 No Company Group Member holds any freehold interest in land.
- 16.2 The Company Group holds all licences, easements, rights, interests and privileges and has obtained all consents necessary or appropriate for the conduct on the properties occupied by the Company Group (**Company Properties**) of the Business as carried on at Completion and

each Company Group Member has complied with all restrictions and conditions in all material respects imposed by any such licences or consents.

- 16.3 No Company Group Member is in breach or default, or would be in breach or default but for the requirements of notice or lapse of time, under any lease, licence and other arrangement pursuant to which the Company Properties are used or occupied by the Company Group (**Property Lease**) (and the transactions contemplated by this Agreement will not trigger any such breach or default).
- 16.4 So far as the Sellers are aware, no other party to any Property Lease is in breach or default, or would be in breach or default but for the requirements of notice or lapse of time, under that Property Lease.
- 16.5 No Company Group Member has given or received any notice of termination of any Property Lease, or any notice to vacate or quit from any Third Party in respect of any of the Company Properties.
- 16.6 There are no disputes relating to the Company Properties that are ongoing between any Company Group Member and any Third Party.
- 16.7 There are no factors affecting any of the Company Properties that will, or would reasonably be likely to, give rise to any material liability for any Company Group Member under, or arising from any act or omission of a Company Group Member that is a breach of or inconsistent with its obligations under, any Environmental Law.
- 16.8 No Contamination exists on any of the Company Properties and no Contamination has migrated from any of the Company Properties that will, or would reasonably be likely to, give rise to any material liability for any Company Group Member.

17. Intellectual property

- 17.1 The conduct of the Business by the Company Group does not breach or infringe any Intellectual Property Rights, rights of confidentiality, moral rights or any other rights of any Third Party (including any Third Party IP).
- 17.2 The use of the Intellectual Property Rights owned or licensed by the Company Group and, so far as the Sellers are aware, the use of the Third Party IP, does not breach or infringe any Intellectual Property Rights, rights of confidentiality, moral rights or any other rights of any Third Party.
- 17.3 No person has notified a Company Group Member alleging any breach or infringement described in Warranties 17.1 and 17.2 in the three years prior to the date of this Agreement and the Sellers are not aware of any facts or circumstances which may give rise to any such breach or infringement.

18. Information technology, privacy and data

- 18.1 The information technology and telecommunications systems, hardware and software owned or used by the Company Group in the conduct of the Business (**Systems**):
 - (a) comprise all the information technology and telecommunications systems, hardware and software necessary for the conduct of the Business as conducted at Completion;
 - (b) perform their intended functions; and
 - (c) are free from defects in design, material and workmanship.

- 18.2 All Systems and all software comprised in the Systems:
- (a) are either owned or validly licensed for use by, and are under the control of, a Company Group Member;
 - (b) are not wholly or partly dependent on any facilities that are not under the ownership, operation or control of a Company Group Member; and
 - (c) are not subject to any Security Interest (other than a Permitted Security Interest),
- and no action will be necessary to enable such Systems to continue to be used in connection with the Business to the same extent and in the same manner as they have been used before the date of this Agreement.
- 18.3 In the 12 months before the date of this Agreement, there have been no defects in, outages, failures, breakdowns or substandard performance of, any Systems which has had a material impact on the Business or the use of any Systems.
- 18.4 The Company Group has at all times complied in all material respects with the provisions of the Privacy Laws.
- 18.5 As far as the Sellers are aware, in the five years before the date of this Agreement there has been no unauthorised access (including hacking, ransomware and other similar events), use, disclosure or loss, whether involving any officer, employee or contractor of the Company Group or any other person known or unknown, of any data of or used by the Company Group.

19. Employees

- 19.1 Each Company Group Member complies, and has complied, in all material respects with all obligations under:
- (a) employment and industrial laws (including anti-discrimination legislation);
 - (b) industrial agreements, collective agreements and awards;
 - (c) all statutorily applicable codes of conduct and practice; and
 - (d) employment contracts and internal employment policies.
- 19.2 Each Company Group Member has paid all amounts due to its employees and all amounts due and payable to any Third Party in respect of its employees.
- 19.3 No Company Group Member is at the date of this Agreement involved in any industrial or employment dispute with any union or employee that will, or would reasonably be likely to, give rise to any material liability for any Company Group Member, and as far as the Sellers are aware there are no circumstances that will, or would reasonably be likely to, give rise to any such dispute.
- 19.4 No Company Group Member has been involved in any material dispute with any employee(s) or union at any time within the five years preceding the date of this Agreement.
- 19.5 No Company Group Member:
- (a) is, or has at any time in the five years before the date of this Agreement been, subject to any inspection by any work safety authority or similar Government Agency;
 - (b) has in the five years before the date of this Agreement received an improvement notice or prohibition notice from any work safety authority or similar Government Agency in respect of work health and safety; or

- (c) is subject to an investigation or prosecution by any work safety authority or similar Government Agency.

19.6 Each Company Group Member has provided the prescribed minimum level of superannuation support for each of its employees so as not to incur a Superannuation Guarantee Charge liability. For these purposes **Superannuation Guarantee Charge** means a charge levied against an employer for failing to make the minimum level of contribution to superannuation funds on behalf of its employees prescribed by the *Superannuation Guarantee (Administration) Act 1992* (Cth).

20. Sellers Disclosure Material

20.1 The Sellers have:

- (a) collated and made available all of the Sellers Disclosure Material in good faith for the purposes of a due diligence process and in this context, as far as the Sellers are aware, the Sellers Disclosure Material have been collated with all reasonable care and skill and are accurate in all material respects and not materially misleading (including by omission);
- (b) not included any information in the Sellers Disclosure Material that they are aware is misleading in any material respect, and as far as the Sellers are aware, no information has been omitted from the Sellers Disclosure Material that would render the Sellers Disclosure Material misleading in any material respect; and
- (c) not knowingly withheld any information that could be material to Buyer's evaluation of the Company Group and the merits of the Transaction.

For the purpose of this Warranty 20.1, the Sellers Disclosure Material are deemed not to include any information, document, representation, statement, view or opinion to the extent that it contains or expresses any Forecast Information as at the date of this Agreement.

Part C – Tax Warranties

21. Taxes and Duty

21.1 Each Company Group Member has complied with all obligations imposed on that Company Group Member by any Tax Law in all material respects, including obligations to register for all applicable Taxes or Duty.

21.2 All Taxes and Duty, which are due and payable to a Government Agency and for which the Company Group is liable, including any fines, penalties and interest, have been paid.

21.3 So far as the Sellers are aware, any obligation on a Company Group Member under any Tax Law to deduct or withhold Tax from amounts paid by a Company Group Member, has been remitted to the applicable Government Agency by the due date.

21.4 Each Company Group Member has maintained proper and adequate records to enable it to comply in all material respects with its obligations to:

- (a) prepare and submit any information, notices, computations, returns and payments required in respect of any Tax Law;
- (b) prepare any accounts necessary for compliance with any Tax Law; and
- (c) retain necessary records as required by any Tax Law.

- 21.5 Each Company Group Member has submitted any necessary information, notices, computations and returns to the relevant Government Agency in respect of any Tax or Duty relating to the Company Group Member.
- 21.6 As far as the Sellers are aware, any information, notice, computation and return that has been submitted by a Company Group Member to a Government Agency in respect of any Tax:
- (a) discloses all material facts required to be disclosed under any Tax Law;
 - (b) is not misleading in any material particular; and
 - (c) has been submitted with the relevant Government Agency.
- 21.7 The Sellers are not aware of any pending or threatened Tax or Duty audit or investigation relating to the Company Group that has not been disclosed to the Buyer.
- 21.8 So far as the Sellers are aware, no Government Agency is at present conducting or proposing to conduct any investigation or audit into all or any part of the business affairs of the Company Group.
- 21.9 There are no material disputes between a Company Group Member and any Government Agency in respect of any Tax or Duty.

Schedule 5

Buyer's Warranties

Part A – Title and Capacity Warranties

1. Capacity of Buyer

- 1.1 The Buyer:
- (a) has full power and authority to enter into, deliver and perform the relevant Transaction Documents;
 - (b) has taken all necessary action and obtained all necessary authorisations to authorise its entry into and delivery and performance of the relevant Transaction Documents; and
 - (c) if a body corporate, is duly incorporated and validly exists under the law of its place of incorporation.
- 1.2 Each relevant Transaction Document constitutes valid and binding obligations of the Buyer in accordance with its terms, subject to any principles of equity or insolvency law and necessary stamping.
- 1.3 The entry into, and delivery and performance of, each relevant Transaction Document by the Buyer does not and will not result in a breach of:
- (a) any obligation (including any statutory, contractual or fiduciary obligation) of the Buyer;
 - (b) any Security Interest;
 - (c) any applicable law; or
 - (d) the constitution of the Buyer (if any).
- 1.4 The Buyer is not the subject of an Insolvency Event and, to the Buyer's knowledge, there are no matters that could reasonably be expected to lead to an Insolvency Event for the Buyer.
- 1.5 The Buyer has not entered into any Transaction Document as trustee of any trust or settlement.

2. Capital Structure

- 2.1 Schedule 6 accurately describes the number and type of all Buyer Securities on issue by the Buyer immediately prior to Completion.
- 2.2 The new Buyer Shares issued as Share Consideration will, on their issue:
- (a) rank equally in all respects with all other Buyer Shares on issue;
 - (b) be entitled to participate in and receive any dividends or distribution of capital paid and any other entitlements accruing in respect of Buyer Shares;
 - (c) be listed for quotation on the official list of ASX with effect from the first Business Day after the Completion Date (or such later date as ASX may require); and

- (d) be duly and validly issued in accordance with all applicable laws and the Buyer's constitution, fully paid and free from all Security Interests.

3. Share Consideration Compliance

- 3.1 The issue of the Share Consideration by the Buyer without a prospectus or product disclosure statement does not and will not violate the Buyer's constitution or any applicable laws.
- 3.2 Section 708A(5) of the Corporations Act is, and will continue to be, applicable to the Transaction and the Buyer will be able to provide, and there is nothing preventing it from providing, a cleansing notice under section 708A(5)(e) and (6) of the Corporations Act such that a subsequent offer of the Share Consideration for sale by the Sellers (subject to the Escrow Deeds) will not require disclosure under section 707(3) of the Corporations Act.
- 3.3 ASIC has not, and the Buyer is not aware of any reason why ASIC would, before Completion, make a determination under section 708A(2) of the Corporations Act that it is satisfied that the Buyer has, since Buyer Shares were quoted on ASX, contravened any of the provisions listed in those sub-sections.
- 3.4 The Buyer is not aware of any reason why ASX would not grant quotation of all Share Consideration on ASX from Completion.

Part B – Business Warranties

1. Information

- 1.1 The Buyer Information contained in the Notice of Meeting, as at the date the Notice of Meeting is dispatched, will not contain any statement which is materially misleading or deceptive (with any statement of belief or opinion having been honestly held and formed on a reasonable basis), including by way of omission from that statement.
- 1.2 The Buyer Information:
 - (a) will be prepared and included in the Notice of Meeting in good faith and on the understanding that the Sellers will rely on that information for the purpose of determining to proceed with the Transaction; and
 - (b) will comply in all material respects with the requirements of the Corporations Act, the Corporations Regulations, RG 74 and applicable guidance from a Government Agency;
- 1.3 All information provided by the Buyer to the Independent Expert will be provided in good faith and on the understanding that the Independent Expert will rely on that information for the purpose of preparing the Independent Expert's Report.

2. Records

- 2.1 The books of account of each Buyer Group Member (including any which they may be obliged to produce under any contract now in force) are up to date, in each Buyer Group Member's possession and are true and complete in accordance with the law and applicable standards, principles and practices generally accepted in Australia.
- 2.2 The Books and Records of each Buyer Group Member other than accounting records:
 - (a) have been properly maintained;
 - (b) do not contain or reflect any material inaccuracies or material discrepancies; and

- (c) comprise all the records, information and data necessary and sufficient in all respects to enable the Buyer Group to conduct and operate the Buyer Group Business consistent with how the Buyer Group Business was operated during the 12 months prior to the date of this Agreement.

3. Authorisations

- 3.1 Each Buyer Group Member holds all material Authorisations necessary for it to conduct the Buyer Group Business as conducted as at the date of this Agreement (**Buyer Material Authorisations**).
- 3.2 All Buyer Material Authorisations are valid and subsisting and the Buyer Group has paid all fees and charges in relation to them when due.
- 3.3 Each Buyer Group Member has complied in all material respects with all Buyer Material Authorisations and no Buyer Group Member:
 - (a) is in material breach of, or default under, any Buyer Material Authorisation as at the date of this Agreement; or
 - (b) has received any notice in respect of the termination, revocation, variation or non-renewal of any Buyer Material Authorisation.

4. Insurance

- 4.1 The Buyer Group has effected all insurances:
 - (a) required by law to be effected by it in respect of the Buyer Group Business, subject to deductibles; and
 - (b) so far as the Buyer is aware, to insure against risks typically insured by a reasonable person operating the types of business similar to the Buyer Group Business.
- 4.2 So far as the Buyer is aware, nothing has been done or omitted to be done by a Buyer Group Member which would make any insurance policy which was acquired void, voidable or unenforceable or that would permit an insurer to cancel the insurance policy or refuse or materially reduce a claim.
- 4.3 As at the date of this Agreement, there are no outstanding claims made by the Buyer Group or any person on its behalf under an insurance policy held in respect of the Buyer's Group's business and the Buyer is not aware of any matters, facts or circumstances that would give rise to a claim under any insurance policy held in respect of the Buyer's Group's business.

5. No regulatory approvals

- 5.1 As at the date of this Agreement, the Buyer Group does not require any approval, consent, clearance, waiver, ruling, relief, confirmation, exemption, declaration or notice from any Government Agency in order to execute and perform this Agreement, other than, for the avoidance of doubt, any regulatory approvals contemplated by this Agreement.

6. Assets

- 6.1 At Completion:
 - (a) the Buyer Group will own, or have the right to use the Buyer Group Assets;

- (b) the Buyer Group Assets will be free from any Security Interests (other than any Permitted Security Interests); and
- (c) the Buyer Group Assets will not be the subject of any agreements or arrangements to dispose or not to dispose or that otherwise restrict their use or disposal.

6.2 The Buyer Group Assets will comprise all of the assets necessary for the conduct of the Buyer Group Business as carried on as at the date of this Agreement and at Completion.

7. Material contracts

7.1 With respect to each material contract to which a Buyer Group Member is a party that imposes an obligation to pay or contains a right to receive more than \$1 million annually (**Buyer Warranty Contract**):

- (a) no Buyer Group Member is in default, or would be in default but for the requirements of notice or lapse of time, under a Buyer Warranty Contract;
- (b) so far as the Buyer is aware, no other party to any Buyer Warranty Contract is in default, or would be in default but for the requirements of notice or lapse of time, under that contract; and
- (c) no Buyer Group Member has received, or given, any notice of termination of any Buyer Warranty Contract.

7.2 As at the date of this Agreement, each Buyer Warranty Contract:

- (a) is in full force and effect;
- (b) so far as the Buyer is aware, is not void, voidable, illegal or unenforceable, in whole or in part;
- (c) is valid, binding and enforceable against the parties to it in accordance with its terms; and
- (d) is not the subject of any notice of termination or suspension.

8. Financing

8.1 Immediately following Completion there will be no Financial Indebtedness of any Buyer Group Member other than the Permitted Financial Indebtedness.

8.2 There is no existing or unremedied breach of, or any default, cancellation event, prepayment event or similar event under, any agreement or arrangement for the borrowing of money to which any Buyer Group Member is party, and the transactions contemplated by this Agreement will not trigger any such breach, default, cancellation event, prepayment event or similar event.

8.3 No notices or demands have been served on a Buyer Group Member that remain outstanding in relation to default or non compliance under any agreement or arrangement for the borrowing of money to which any Buyer Group Member is party.

9. Compliance with laws

9.1 As at the date of this Agreement, the Buyer and each Buyer Group Member has complied in all material respects with all laws or regulations applicable to it and no Buyer Group Member has received notice from any Government Agency of any material breach of Australian and

foreign laws or regulations applicable to them or orders of Australian and foreign Government Agencies having jurisdiction over them.

10. Litigation

10.1 As at the date of this Agreement, there are no current proceedings, investigations, prosecutions, litigation matters, infringement notices, notices of regulatory audits or other forms of litigation or dispute resolution process or administrative or governmental proceedings under which the amount in dispute, claimed or for which a Buyer Group Member may be liable exceeds \$5 million (**Material Buyer Proceedings**), and so far as the Buyer is aware:

- (a) there are no Material Buyer Proceedings pending or threatened against any Buyer Group Member and the Buyer is not aware of any facts, matters or circumstances that may give rise to Material Buyer Proceedings;
- (b) no Buyer Group Member is subject to any outstanding or unsatisfied settlement, judgement, decree, award, order or other decisions of any court, quasi-judicial body or Government Agency; and
- (c) no Buyer Group Member has given any undertaking or assurance (whether legally binding or otherwise) to any court or Government Agency in the three years prior to the date of this Agreement.

11. Financial information

11.1 The Buyer's financial statements for the financial year ended 30 June 2023:

- (a) comply with applicable statutory requirements and were prepared in accordance with the Accounting Standards;
- (b) give a true and fair view of the Buyer Group's financial position as at 30 June 2023 and of its financial performance for the year then ended;
- (c) are not misleading or deceptive or likely to mislead or deceive (in each case whether by omission or otherwise); and
- (d) are not affected by any unusual, abnormal, extraordinary or non-recurring items, other than those items specifically disclosed in those financial statements.

11.2 Since 30 June 2023, the Buyer Group Business has been conducted in all material respects in the ordinary and usual course of business other than for the transactions contemplated by this Agreement (and the Transaction Documents).

12. Property

12.1 No Buyer Group Member holds any freehold interest in land other than the Korea Property.

12.2 The Buyer Group holds all licences, easements, rights, interests and privileges and has obtained all consents necessary or appropriate for the conduct on the properties occupied by the Buyer Group (**Buyer Properties**) of the Buyer Group Business as carried on at Completion and each Buyer Group Member has complied with all restrictions and conditions in all material respects imposed by any such licences or consents.

12.3 No Buyer Group Member is in breach or default, or would be in breach or default but for the requirements of notice or lapse of time, under any lease, licence and other arrangement pursuant to which the Buyer Properties are used or occupied by the Buyer Group (**Buyer**

Property Lease) (and the transactions contemplated by this Agreement will not trigger any such breach or default).

- 12.4 So far as the Buyer is aware, no other party to any Buyer Property Lease is in breach or default, or would be in breach or default but for the requirements of notice or lapse of time, under that Buyer Property Lease.
- 12.5 No Buyer Group Member has given or received any notice of termination of any Buyer Property Lease, or any notice to vacate or quit from any Third Party in respect of any of the Buyer Properties.
- 12.6 There are no disputes relating to the Buyer Properties that are ongoing between any Buyer Group Member and any Third Party.
- 12.7 There are no factors affecting any of the Buyer Properties that will, or would reasonably be likely to, give rise to any material liability for any Buyer Group Member under, or arising from any act or omission of a Buyer Group Member that is a breach of or inconsistent with its obligations under, any Environmental Law.
- 12.8 No Contamination exists on any of the Buyer Properties and no Contamination has migrated from any of the Buyer Properties that will, or would reasonably be likely to, give rise to any material liability for any Buyer Group Member.

13. Intellectual property

- 13.1 The conduct of the Buyer Group Business by the Buyer Group does not breach or infringe any Intellectual Property Rights, rights of confidentiality, moral rights or any other rights of any Third Party (including any Third Party IP).
- 13.2 The use of the Intellectual Property Rights owned or licensed by the Buyer Group and, so far as the Buyer is aware, the use of the Third Party IP, does not breach or infringe any Intellectual Property Rights, rights of confidentiality, moral rights or any other rights of any Third Party.
- 13.3 No person has notified a Buyer Group Member alleging any breach or infringement described in Warranties 13.1 and 13.2 in the three years prior to the date of this Agreement and the Buyer is not aware of any facts or circumstances which may give rise to any such breach or infringement.

14. Information technology, privacy and data

- 14.1 The information technology and telecommunications systems, hardware and software owned or used by the Buyer Group in the conduct of the Buyer Group Business (**Buyer Systems**):
 - (a) comprise all the information technology and telecommunications systems, hardware and software necessary for the conduct of the Buyer Group Business as conducted at Completion;
 - (b) perform their intended functions; and
 - (c) are free from defects in design, material and workmanship.
- 14.2 All Buyer Systems and all software comprised in the Buyer Systems:
 - (a) are either owned or validly licensed for use by, and are under the control of, a Buyer Group Member;

- (b) are not wholly or partly dependent on any facilities that are not under the ownership, operation or control of a Buyer Group Member; and
- (c) are not subject to any Security Interest (other than a Permitted Security Interest),

and no action will be necessary to enable such Buyer Systems to continue to be used in connection with the Buyer Group Business to the same extent and in the same manner as they have been used before the date of this Agreement.

- 14.3 In the 12 months before the date of this Agreement, there have been no defects in, outages, failures, breakdowns or substandard performance of, any Buyer Systems which has had a material impact on the Buyer Group Business or the use of any Buyer Systems.
- 14.4 The Buyer Group has at all times complied in all material respects with the provisions of the Privacy Laws.
- 14.5 As far as the Buyer is aware, in the five years before the date of this Agreement there has been no unauthorised access (including hacking, ransomware and other similar events), use, disclosure or loss, whether involving any officer, employee or contractor of the Buyer Group or any other person known or unknown, of any data of or used by the Buyer Group.

15. Employees

- 15.1 Each Buyer Group Member complies, and has complied, in all material respects with all obligations under:
 - (a) employment and industrial laws (including anti-discrimination legislation);
 - (b) industrial agreements, collective agreements and awards;
 - (c) all statutorily applicable codes of conduct and practice; and
 - (d) employment contracts and internal employment policies.
- 15.2 Each Buyer Group Member has paid all amounts due to its employees and all amounts due and payable to any Third Party in respect of its employees.
- 15.3 No Buyer Group Member is at the date of this Agreement involved in any industrial or employment dispute with any union or employee that will, or would reasonably be likely to, give rise to any material liability for any Buyer Group Member, and as far as the Buyer is aware there are no circumstances that will, or would reasonably be likely to, give rise to any such dispute.
- 15.4 No Buyer Group Member has been involved in any material dispute with any employee(s) or union at any time within the five years preceding the date of this Agreement.
- 15.5 No Buyer Group Member:
 - (a) is, or has at any time in the five years before the date of this Agreement been, subject to any inspection by any work safety authority or similar Government Agency;
 - (b) has in the five years before the date of this Agreement received an improvement notice or prohibition notice from any work safety authority or similar Government Agency in respect of work health and safety; or
 - (c) is subject to an investigation or prosecution by any work safety authority or similar Government Agency.

- 15.6 Each Buyer Group Member has provided the prescribed minimum level of superannuation support for each of its employees so as not to incur a Superannuation Guarantee Charge liability. For these purposes **Superannuation Guarantee Charge** means a charge levied against an employer for failing to make the minimum level of contribution to superannuation funds on behalf of its employees prescribed by the *Superannuation Guarantee (Administration) Act 1992* (Cth).

16. Buyer Disclosure Material

16.1 The Buyer has:

- (a) collated and made available all of the Buyer Disclosure Material in good faith for the purposes of a due diligence process and in this context, as far as the Buyer is aware, the Buyer Disclosure Material have been collated with all reasonable care and skill and are accurate in all material respects and not materially misleading (including by omission);
- (b) not included any information in the Buyer Disclosure Materials that the Buyer is aware is misleading in any material respect, and as far as the Buyer is aware, no information has been omitted from the Buyer Disclosure Materials that would render the Buyer Disclosure Material misleading in any material respect; and
- (c) not knowingly withheld any information that could be material to Sellers' evaluation of the Buyer Group and the merits of the Transaction.

For the purpose of this Buyer Warranty 16.1, the Buyer Disclosure Material are deemed not to include any information, document, representation, statement, view or opinion to the extent that it contains or expresses any Forecast Information as at the date of this Agreement.

17. Continuous disclosure

17.1 The Buyer is in all material respects in compliance with its obligations under section 674 of the Corporations Act and ASX Listing Rule 3.1, and is not withholding from disclosure of any information in reliance on ASX Listing Rule 3.1.A.

18. Eligibility for listing

- 18.1 The Buyer is listed on the official list of ASX, has not been removed from the official list and, to the best of the Buyer's knowledge, no removal from the official list has been threatened by ASX, and quotation of the Buyer Shares has not been suspended or terminated.
- 18.2 The Share Consideration are eligible under the ASX Listing Rules and other requirements of ASX to be quoted on ASX and the Buyer will not breach the ASX Listing Rules in discharging all of its obligations arising under this Agreement or any other Transaction Document on Completion.

Part C – Tax Warranties

19. Taxes and Duty

- 19.1 Each Buyer Group Member has complied with all obligations imposed on that Buyer Group Member by any Tax Law in all material respects, including obligations to register for all applicable Taxes or Duty.
- 19.2 All Taxes and Duty, which are due and payable to a Government Agency and for which the Buyer Group is liable, including any fines, penalties and interest, have been paid.

- 19.3 So far as the Buyer is aware, any obligation on a Buyer Group Member under any Tax Law to deduct or withhold Tax from amounts paid by a Buyer Group Member, has been remitted to the applicable Government Agency by the due date.
- 19.4 Each Buyer Group Member has maintained proper and adequate records to enable it to comply in all material respects with its obligations to:
- (a) prepare and submit any information, notices, computations, returns and payments required in respect of any Tax Law;
 - (b) prepare any accounts necessary for compliance with any Tax Law; and
 - (c) retain necessary records as required by any Tax Law.
- 19.5 Each Buyer Group Member has submitted any necessary information, notices, computations and returns to the relevant Government Agency in respect of any Tax or Duty relating to the Buyer Group Member.
- 19.6 As far as the Buyer is aware, any information, notice, computation and return that has been submitted by a Buyer Group Member to a Government Agency in respect of any Tax:
- (a) discloses all material facts required to be disclosed under any Tax Law;
 - (b) is not misleading in any material particular; and
 - (c) has been submitted with the relevant Government Agency.
- 19.7 The Buyer is not aware of any pending or threatened Tax or Duty audit or investigation relating to the Buyer Group that has not been disclosed to the Sellers.
- 19.8 So far as the Buyer is aware, no Government Agency is at present conducting or proposing to conduct any investigation or audit into all or any part of the business affairs of the Buyer Group.
- 19.9 There are no material disputes between a Buyer Group Member and any Government Agency in respect of any Tax or Duty.

Schedule 6

Capital Structure of the Buyer immediately prior to Completion

Column One	Column Two
Class of Buyer Securities	Number of Buyer Securities on issue
Buyer Shares	667,868,179
Buyer Equity Incentives	43,913,138
Total Buyer Securities on issue	711,781,317

Schedule 7

Timetable

Item / Milestone	Indicative Timing	Target Dates
Engage Independent Expert	Two Business Days after the date of this Agreement (D)	Monday, 4 March 2024
Provide final draft of the Notice of Meeting and the Independent Expert's Report to ASIC and ASX (if applicable) to commence review period	D + 6 weeks	Tuesday, 9 April 2024
Despatch the Notice of Meeting to the Buyer Shareholders	D + 8 weeks	Wednesday, 24 April 2024
Shareholders meeting of the Buyer	D + 12 weeks	Friday, 24 May 2024
Completion	D + 13 weeks	Friday, 31 May 2024

Execution

Executed as an agreement.

Buyer

Signed by
Paragon Care Limited (ABN 76 064 551 426)

in accordance with section 127 of the
Corporations Act 2001 (Cth) by a director
and director/secretary:

DocuSigned by:

47AC748DD3F5497...
Signature of director

John Walstab
Name of director (please print)

DocuSigned by:

0BDD97972ACC4C6...
Signature of director/secretary (please
strike out as applicable)

Shane Tanner
Name of director/secretary (please print)

Sellers

Signed by
**Peter Andre Lacaze and Dianne
Lacaze as trustees for the Lacaze
Family Trust**

DocuSigned by:

EF2AE4FC43154EF...
Signature of **Peter Andre Lacaze**

DocuSigned by:

F09766D4A1BF449...
Signature of **Dianne Lacaze**

Signed by
**David Keith Collins and Cherie Maria
Millar as trustees for the Collins Millar
Family Trust**

DocuSigned by:

07F79EDE3A1146A...
Signature of **David Keith Collins**

DocuSigned by:

F17A4EA0BF4A429...
Signature of **Cherie Maria Millar**

Covenantors

Signed by
Peter Andre Lacaze

DocuSigned by:

EF2AE4FC43154EF...
Signature of **Peter Andre Lacaze**

Signed by
David Keith Collins

DocuSigned by:

07F79EDE3A1140A...
Signature of **David Keith Collins**