

Form603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme EP&T Global Limited

ACN/ARSN 645 144 314

1. Details of substantial holder (1)

Name EP&T Global Limited

ACN/ARSN (if applicable) 645 144 314

The holder became a substantial holder on 12/05/2021

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities(4)	Number of securities	Person's votes(5)	Voting power(6)
Ordinary Shares	117,644,678	117,644,678	63.32% (based on 185,799,500 shares on issue)

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
EP&T Global Limited	Restrictions on the disposal of shares under mandatory escrow arrangements imposed in accordance with the ASX Listing Rules and voluntary escrow arrangements, disclosed in the Prospectus dated 19 March 2021 give EP&T Global Limited a deemed relevant interest in its own shares under section 608(1)(c) of the Corporations Act. However, EP&T Global Limited has no right to acquire these shares or to exercise, or control the exercise of, a right to vote attached to these shares. See Annexure B for a template of the Appendix 9A Restriction Deed, Annexure C for a template voluntary escrow deed and Annexure D for template ASX restriction notice	117,644,678 ordinary shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
EP&T Global Limited	Refer to Annexure A	Refer to Annexure A	117,644,678 ordinary shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration	Class and number of securities
EP&T Global Limited		No consideration was paid by EP&T Global Limited. EP&T Global Limited has no right to acquire the shares that are subject to the escrow agreements	117,644,678 ordinary shares

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

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

7. Addresses

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

Name	Address
EP&T Global Limited	407 Pacific Highway, Artarmon NSW 2064

Signature

print name

sign here

Richard Pillinger



Company Secretary

date 14/ May 2021

/

Annexure A - Restricted securities & Voluntary escrow securities

The following is a break-down of the number of Shares subject to mandatory escrow and the escrow period applying to those Shares.

There are 69,617,540 Shares held by the existing Shareholders which are subject to ASX mandatory escrow arrangements as disclosed in the Prospectus, set out below.

- 58,917,697 fully paid ordinary shares classified by ASX as restricted securities and to be held in escrow until 12 May 2023, being 24 months from the date of commencement of Official Quotation.
- 250,000 fully paid ordinary shares classified by ASX as restricted securities and to be held in escrow until 14 July 2021, being 12 months from the date of issue.
- 2,625,000 fully paid ordinary shares classified by ASX as restricted securities and to be held in escrow until 17 July 2021, being 12 months from the date of issue.
- 500,000 fully paid ordinary shares classified by ASX as restricted securities and to be held in escrow until 1 October 2021, being 12 months from the date of issue.
- 833,335 fully paid ordinary shares classified by ASX as restricted securities and to be held in escrow until 7 April 2022, being 12 months from the date of issue.
- 783,335 fully paid ordinary shares classified by ASX as restricted securities and to be held in escrow until 9 April 2022, being 12 months from the date of issue.
- 51,096 fully paid ordinary shares classified by ASX as restricted securities and to be held in escrow until 3 May 2022, being 12 months from the date of issue.
- 5,657,077 fully paid ordinary shares classified by ASX as restricted securities and to be held in escrow until 10 May 2022, being 12 months from the date of issue.

The following is a break-down of the number of Shares subject to voluntary escrow and the escrow period applying to those Shares.

There are 123,057,069 Shares held by the existing Shareholders which are subject to voluntary escrow arrangements as disclosed in the Prospectus.

Under those voluntary escrow arrangements, the relevant Shareholders have agreed not to deal in those Shares from Completion:

- in respect of 50% of the escrowed Shares held by each Shareholder at Completion, until after 4.15pm on the date on which the financial results of the Company for the full year ending 30 June 2021 are released to the ASX by the Company; and
- in respect of 50% of the escrowed Shares held by each Shareholder at Completion, until after 4.15pm on the date both of the following conditions have been satisfied:
 - the financial results of the Company for the half year ending 30 June 2021 are released to the ASX by the Company; and
 - the volume weighted average Security price for any 10 consecutive days (in aggregate) beginning on the day after the release of those financial results, exceeds the Offer Price by greater than 125%; and

- all of the escrowed Shares will cease to be escrowed after 4.15pm on the date on which the half year financial results for the Company for the 6-month period ending 31 December 2021 are released to ASX by the Company.

All of the voluntarily escrowed Shareholders may be released early from these escrow obligations to enable, in summary:

- the escrowed Shareholders to accept an offer under a takeover bid in relation to their Shares if holders of at least half of the Securities the subject of the bid that are not held by the escrowed Shareholders have accepted the takeover bid, and the takeover bid is unconditional (or would become unconditional if accepted by the holder) or all conditions to the takeover bid have been satisfied or waived;
- the Shares held by the escrowed Shareholders to be transferred or cancelled as part of a merger by scheme of arrangement under Part 5.1 of the Corporations Act; or
- the escrowed Shareholders to participate in an equal access buy-back or equal return of capital or other similar pro rata reorganisation.

Appendix 9A

Restriction Deed

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

Introduction

- A. The entity intends to issue, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.
- B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.
- C. We acknowledge that the entity's admission or continued admission to the ASX official list is conditional on the provision of this deed.

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:
 - (a) ⁺dispose of, or agree or offer to ⁺dispose of, the restricted securities;
 - (b) create, or agree or offer to create, any security interest in the restricted securities; or
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities,

except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.
2. During the escrow period, a controller must not:
 - (a) ⁺dispose of, or agree or offer to ⁺dispose of, the controller interests;
 - (b) create, or agree or offer to create, any security interest in the controller interests; or
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests,

except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.
3. The holder agrees that the restricted securities are to be kept on the entity's *[[if the securities are in a class that is or is to quoted]* ⁺issuer sponsored subregister and are to have a ⁺holding lock applied / *{if the securities are not in a class that is or is to quoted}* ⁺certificated subregister and the certificates for the securities are to be held in escrow in accordance with the listing rules] for the duration of the escrow period.

Warranties

4. If item 3 of the schedule is completed, the holder and each +controller warrant that:
 - (a) the holder has the +controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;
 - (b) there are no other controllers or controller interests; and
 - (c) the holder and each +controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this deed.
5. If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:
 - (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;
 - (b) if the holder is not one or more individuals, the holder has no +controller; and
 - (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.
6. If item 8 of the schedule is completed, the holder warrants that:
 - (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;
 - (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and
 - (c) a release of those security interests is attached.
7. If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.
8. If item 9 of the schedule is completed, the holder and each +controller warrant that:
 - (a) full particulars of security interests which have been created over the controller interests are set out in item 9;
 - (b) apart from those security interests, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and
 - (c) a release of the security interests is attached.
9. If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each +controller warrant that the +controller has not created, or agreed to create, any security interests over the controller interests.
10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

11. If the holder or a +controller breach this deed:
 - (a) the holder and each +controller must take the steps necessary to rectify the breach;

- (b) the entity must take the steps necessary to enforce the agreement;
- (c) the entity must refuse to acknowledge any ⁺disposal (including, without limitation, to register any transfer) of any of the ⁺restricted securities in breach of this deed; and
- (d) the holder of the ⁺restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the ⁺restricted securities for so long as the breach continues.

Amendment

12. This deed must not be terminated, changed or waived without ASX's written consent.

Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

13. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

controller interests means the ⁺securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the ⁺restricted securities or the holder of the ⁺restricted securities, full particulars of which are set out in item 7 of the schedule.

escrow period means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

listing rules mean the ASX Listing Rules, as in force from time to time.

restricted securities means the ⁺securities set out in item 6 of the schedule and any ⁺securities attaching to or arising out of those ⁺securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Other words and expressions defined in the listing rules, and not in this deed, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

Schedule

- 1. Entity's name and address:
- 2. Holder's name and address:
- 3. Each ⁺controllers' name and address:
- 4. Escrow period start date:

5. Escrow period end date:
6. Particulars of restricted securities:
7. Particulars of controller interests:
8. Particulars of security interests over restricted securities:
9. Particulars of security interests over controller interests:

Dated:

[Proper execution as a deed]

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07, 01/12/19

Escrow Deed

in relation to EP&T Global Limited
ACN 645 144 314

and

Holder
(whose name and address is set out in Schedule 1)

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Date: 13 April 2021

Parties

Company	Name	EP&T Global Limited
	ACN	645 144 314
	Address	Suite 2, 407 Pacific Highway, Artarmon NSW 2064
	Email	richard.p@eptglobal.com
	Attention	Richard Pillinger
Holder	Name	The Holder mean the person whose name and address is set out in Schedule 1

Background

- (A) The Holder undertakes to the Company to hold the Escrow Securities pursuant and subject to the terms of this deed.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ABN 98 008 624 691) or the financial market conducted by ASX Limited, as the context requires.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement means ASX Settlement Pty Limited (ABN 49 008 504 532).

ASX Settlement Operating Rules means the operating rules of ASX Settlement.

Board means the board of directors of the Company.

Business Day means a day in Sydney on which:

- (a) ASX is open for trading in securities; and
- (b) banks are open for general banking business.

Completion of the Offer means the completion of the issue of Securities pursuant to the Offer.

Control means, in respect of a person, the capacity to determine the outcome of decisions in relation to the financial and operating policies of that person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise (and, without limiting the previous words, a person is deemed to Control another person if it holds, directly or indirectly, together with other persons it Controls, the beneficial interest in more than 50% of the total voting rights in the other person) and Controlled and Controlling have corresponding meanings.

Corporations Act means the Corporations Act 2001 (Cth).

Deal means to directly or indirectly:

- (a) sell, assign, transfer or otherwise dispose of, or agree to sell, assign, transfer or otherwise dispose of;
- (b) enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise dispose of; or
- (c) create, agree to, or offer to, create, or permit to be created any Security Interest in or over; or
- (d) do or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of; or
- (e) agree to do any of those things,

and **Dealing** has a corresponding meaning.

Escrow Period means the period commencing immediately prior to commencement of settlement under the Offer until the date and time on and from which all of the Retained Securities cease to be Escrow Securities in accordance with the definition of Escrow Securities.

Escrow Securities means the Retained Securities, provided that:

- (a) a number of Retained Securities equal to 50% of the number of Retained Securities will cease to be Escrow Securities after 4.15pm on the date on which the financial results of the Company for the full year ending 30 June 2021 are released to the ASX by the Company;
- (b) a number of Retained Securities equal to 50% of the number of Retained Securities will cease to be Escrow Securities after 4.15pm on the date on which both of the following conditions have been satisfied: (a) the financial results of the Company for the half year ending 30 June 2021 are released to the ASX by the Company; and (b) the volume weighted average Security price for any 10 consecutive days (in aggregate) beginning on the day after the release of those financial results, exceeds the Offer Price by greater than 125%; and
- (c) all of the Retained Shares will cease to be Escrow Shares after 4.15pm on the date on which the half year financial results for the Company for the 6 month period ending 31 December 2021 are released to ASX by the Company.

Group means the Company and all of its Subsidiaries from time to time and Group Entity means any one of them.

Governmental Agency means any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.

Issuer Sponsored Subregister has the meaning given to that term in the settlement rules of ASX Settlement.

Holding Lock has the meaning given in section 2 of the ASX Settlement Operating Rules.

Offer means the initial public offering of Securities and the admission of the Company and quotation of those Securities on ASX.

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

PPSA Security Interest means a “security interest” within the meaning of the PPSA.

Retained Securities means the aggregate of “Retained Securities” held by each Holder in Schedule 1.

Securities has the meaning given in the ASX Listing Rules.

Security Interest means an interest or power:

- (a) reserved in or over an interest in any securities including any retention of title; or
- (b) created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power,

by way of, or having similar commercial effect to, security for the payment of a debt, any other monetary obligation or the performance of any other obligation, but is not limited to;
- (c) any agreement to grant or create any of the above; or
- (d) a PPSA Security Interest or any other encumbrance.

Share Registry means the share registry engaged by the Company to administer and manage its register of members.

Subsidiary has the meaning given in the Corporations Act.

Takeover Bid means a takeover bid for all Securities in the Company under Chapter 6 of the Corporations Act.

Voluntary Escrow Deed means a voluntary escrow deed entered into in connection with the Offer.

1.2 Interpretation

In this deed

- (a) headings are for convenience only and do not affect interpretation,

and unless the context indicates a contrary intention:
- (b) a reference to conduct includes an omission, statement and undertaking, whether or not in writing;
- (c) a reference to any party includes that party's executors, administrators, successors, substitutes and assigns, including any person taking by way of novation;
- (d) a reference to this deed or to any other agreement, deed or document includes, respectively, this deed or that other agreement, deed or document as amended, novated, supplemented, varied or replaced from time to time;
- (e) words importing the singular include the plural (and vice versa), words denoting a given sex include the other sex, and words denoting individuals include corporations (and vice versa);

- (f) the word “including” or any other form of that word is not a word of limitation;
- (g) references to “applicable law” include all laws and regulations of jurisdictions applicable to the Offer, a Group Entity or other entities, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdictions outside Australia), and rules, policies, official directives, orders or requirements of any Government Agency, including the ASX Listing Rules, ASX Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances;
- (h) to any legislation or to any section or provision of any legislation includes any statutory modification or re-enactment or any statutory provision substituted for it, and ordinances, by laws, regulations, and other statutory instruments issued under any legislation, and references to other applicable laws includes any modifications or provisions substituted for them by a competent Government Agency;
- (i) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this deed, and a reference to this deed includes any schedule, exhibit and annexure;
- (j) if any day appointed or specified by this deed for the payment of any money or doing of anything falls on a day which is not a Business Day, the day so appointed or specified will be deemed to be the next Business Day;
- (k) references to currency are references to Australian currency;
- (l) references to payments to any party to this deed will be construed to include payments to another person upon the direction of such party;
- (m) all payments to be made under this deed must be made by unendorsed bank cheque or other immediately available funds and in Australian currency; and
- (n) all references to time are to the time in Sydney (unless otherwise indicated).

1.3 Compliance with ASX Listing Rules

For so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules this deed is deemed not to contain that provision to the extent of the inconsistency.

2. Condition Precedent

The undertakings of the Holder pursuant to this deed take effect immediately the Escrow Securities are issued.

3. Escrow

3.1 Holder restrictions

During the Escrow Period the Holder agrees that it will not:

- (a) Deal with;
 - (b) Deal in any interest or right in respect of; or
 - (c) do, or omit to do, any act if the act or omission would (or would be likely to) have the effect of resulting in a Dealing with, or in any interest or right in respect of,
- any or all of the Escrow Securities.

3.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue of the Escrow Securities to the Holder or following the Completion of the Offer, as applicable, the Escrow Securities will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock on the Escrow Securities as soon as practicable after registration of the Escrow Securities on the Issuer Sponsored Subregister and the Holder agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is released:
 - (i) to the extent necessary to permit disposals of the Escrow Securities permitted by this deed;
 - (ii) in respect of any Retained Securities that cease to be Escrow Securities in accordance with the definition of Escrow Securities; and
 - (iii) in full at the conclusion of the Escrow Period,

including notifying ASX that the Retained Securities may or will be released from the Holding Lock for the purposes of ASX Listing Rule 3.10A.

3.3 Notice by Holder

If the Holder becomes aware:

- (a) that any action, event or circumstance referred to in clause 3.1 has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to any action, event or circumstance referred to in clause 3.1 during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the action, event, circumstance or matter, as applicable, providing full details.

3.4 Dividends and voting rights

The terms of this deed will have no effect on any rights of the Holder to receive or participate in dividends, any rights issue, bonus issue or other distributions in connection with the Escrow Securities or to exercise voting rights in respect of the Escrow Securities.

3.5 Takeovers, mergers and reorganisations

Clause 3.1 will cease to apply to the extent necessary to allow:

- (a) the Holder to accept an offer made under a Takeover Bid for any of the Escrow Securities, provided that:
 - (i) without limiting clause 3.5(a)(ii), holders of not less than 50% of the Securities in the Company that are not subject to a Voluntary Escrow Deed have accepted the Takeover Bid (or will have accepted the Takeover Bid if the Holder accepts the Takeover Bid); and
 - (ii) the Takeover Bid is unconditional (or would become unconditional if accepted by the Holder) or all conditions to the Takeover Bid have been satisfied or waived;
- (b) the Holder to tender any of the Escrow Securities into a bid acceptance facility established in connection with a Takeover Bid, provided that holders of not less than 50% of the Securities in the Company that are not subject to a Voluntary Escrow Deed have either accepted the Takeover Bid or tendered (and not withdrawn) their Securities in the Company into the bid acceptance facility (or will have done so if the Holder tenders any of the Escrow Securities into a bid acceptance facility); or
- (c) the Escrow Securities to be transferred or cancelled as part of a share buyback or return of capital or other similar reorganisation, a merger being implemented by way of a scheme of arrangement or an acquisition of all Securities in the Company, which has in any such case received all necessary approvals, including all such necessary approvals by shareholders of the Company and courts,

provided that, if for any reason any or all Escrow Securities are not transferred or cancelled in accordance with a Takeover Bid, scheme of arrangement or other transaction described in clause 3.5(a), 3.5(b) or 3.5(c), then the Holder agrees that the restrictions applying to the Escrow Securities under this deed (including under clauses 3.1, **Error! Reference source not found.** and 3.2) will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Escrow Securities not so transferred or cancelled.

3.6 Reorganisation

Clauses 3.1 and **Error! Reference source not found.** will cease to apply to the extent necessary to allow a Dealing in Escrow Securities or to enable the Holder to undertake a reorganisation, subject to:

- (a) the prior consent of the Company in writing; and
- (b) any new holder of the Escrow Securities agreeing to be bound by a deed in substantially the same terms as this deed.

3.7 Other exceptions

Clauses 3.1 and **Error! Reference source not found.** will cease to apply to the extent necessary to allow a Dealing in Escrow Securities:

- (a) with the prior written approval of the Company; or
 - (b) pursuant to an order of a court of competent jurisdiction compelling any Escrow Securities to be disposed of or a Security Interest granted over them.
-

4. Termination

- (a) This deed terminates with immediate effect and without the action of any party upon the later of:
 - (i) the date on which all of the Retained Securities cease to be Escrow Securities; and
 - (ii) the date on which the undertakings in clause 3 cease to have any effect,provided that this deed will terminate with immediate effect and without action of any party if Completion of the Offer has not occurred by 1 November 2021.
 - (b) The Company will procure that the Share Registry releases the Holding Lock in respect of the Escrow Securities, if still in effect, as soon as possible following termination of this deed.
-

5. Warranties and acknowledgement

5.1 Giving of warranties

Each of the warranties and representations in this clause 5 is given by the Holder, in favour of the Company:

- (a) as at the date of this deed, unless a later date is specified in clause 5.2 or **Error! Reference source not found.**; and
- (b) from the applicable date under clause 5.1(a), at all times until expiry of the Escrow Period.

The warranties and representations in this clause 5 are given in respect of any and all Escrow Securities from time to time during the Escrow Period.

5.2 Holder warranties and representations

The Holder warrants and represents the following:

- (a) it holds, or will hold, following completion of the Offer, the Retained Securities;
- (b) the Retained Securities are all of the securities, economic interests or other interests that the Holder has directly or indirectly in the Company;
- (c) prior to the Escrow Period it has not done, or omitted to do, any act which would result in a Dealing in Escrow Securities which will take effect during the Escrow Period;
- (d) from the date of Completion of the Offer, the Escrow Securities are free from all Security Interests and other third party interests or rights;
- (e) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));

- (f) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (g) this deed constitutes a legal, valid and binding obligation on it and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (h) if the Holder is a Trustee, the Trustee is the sole trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust;
- (i) if the Holder is a Trustee:
 - (i) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way;
 - (ii) the assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over those Trust assets; and
 - (iii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust; and
- (j) the execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents, if any, (and, if the Holder is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, Security Interest or document which is binding on the Holder.

5.3 Survival of warranties and representations

The warranties and representations in this clause 5 survive termination of this deed.

6. Consequences of breaching this deed

- (a) If the Holder breaches this deed, or the Company believes (acting reasonably) that a prospective breach of this deed may occur, each of the following applies:
 - (i) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach or a prospective breach; and
 - (ii) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment or other Dealing in any Escrow Securities.
- (b) The parties agree that damages would be an insufficient remedy for a breach or prospective breach of this deed by the Holder and each of the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligations under this deed, without proof of actual damage and without prejudice to any of the Company's other rights or remedies.

7. Capacity of Holder

If the Holder has entered into this deed as a Trustee:

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 7 but subject to clause 7(c), the Holder enters into this deed only in its capacity as Trustee of the Trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the Trust for which the Holder is actually indemnified for the liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;
- (b) subject to clause 7(c), a party to this deed may not sue the Holder in any capacity other than as Trustee in respect of the Trust, including seeking the appointment to the Holder of a receiver (except in relation to the property of the Trust), a liquidator, administrator or any similar person; and
- (c) the provisions of this clause 7 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the Trust's relevant trust deed or by operation of law, there is a reduction in the extent, or elimination of, the Holder's right of indemnification out of the assets of the Trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

8. Notices and other communications

8.1 Form

Unless expressly stated otherwise in this deed, all notices, certificates, consents, approvals, waivers and other communications in connection with this deed must be in writing, signed by an Authorised Officer of the sender and marked for the attention of the person identified or referred to in the Details or Schedule or, if the recipient has notified otherwise, then marked for attention in the way last notified.

8.2 Delivery

They must be:

- (a) left at the relevant address set out or referred to in the Details or Schedule 1;
- (b) sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in the Details or Schedule 1;
- (c) sent by email to the email address set out or referred to in the Details or Schedule 1;
or
- (d) given in any other way permitted by law.

However, if the intended recipient has notified a changed postal address or changed fax number or email address, then the communication must be to that address or number.

8.3 When effective

They take effect from the time they are received unless a later time is specified.

8.4 Receipt - post

If sent by post, they are taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).

8.5 Receipt - email

If sent by email, unless the party sending the email knows or reasonably ought to suspect that the email and the attached communication were not delivered to the addressee's domain specified in the email address notified for the purposes of this clause 8, 24 hours after the email was sent.

9. General provisions

9.1 Discretion in exercising rights

A party or other person referred to in this deed (including the Board) may, in its absolute discretion, give conditionally or unconditionally or withhold any approval, consent, resolution or determination under this deed, unless this deed expressly states otherwise.

9.2 Partial exercising of rights

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

9.3 No liability for loss

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this deed.

9.4 Variation and waiver

A provision of this deed or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

9.5 Amendment

This deed may be amended only by a document signed by all parties.

9.6 Further assurances

The Holder undertake to, and to procure that all persons under their respective Control, do all things necessary or desirable to effect the transactions contemplated by this deed as expeditiously as possible, including executing, delivering or completing any form, document or instrument necessary or desirable to give effect to any of the transactions contemplated by this deed.

9.7 Survival

The representations, warranties, undertakings and indemnities given by a party under this deed will not merge or be extinguished on Completion of the Offer.

9.8 Assignment

The Holder must not transfer, assign, create an interest in, or deal in any other way with, any of their respective rights or obligations under this deed without the prior written consent of the other parties.

9.9 Counterparts

This deed may consist of a number of copies, each signed by one or more parties to this deed. If so, the signed copies are treated as making up the one document and the date on which the last counterpart is executed will be the date of this deed.

9.10 Governing law

This deed and the transactions contemplated by this deed are governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

9.11 Entire agreement

This deed and the documents referred to in this deed are the entire agreement of the parties about the subject matter of this deed and supersede any representations, negotiations, arrangements, understandings or agreements and all other communications.

9.12 Remedies

The rights, remedies and powers of the parties under this deed are cumulative and not exclusive of any rights, remedies or powers provided to the parties by law.

9.13 Inconsistent agreements

If a provision of this deed is inconsistent with a provision of any other agreement, document, representation, negotiation, arrangement or understanding between the Holder and any other person, the provision of this deed prevails.

9.14 Severability

If the whole or any part of a provision of this deed is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this deed or is contrary to public policy.

9.15 Successors and assigns

This deed is binding on, and has effect for the benefit of, the parties and their respective successors and permitted assigns.

9.16 Fractional calculation

If any calculation required to be undertaken under this deed results in a fractional number of Securities, the fractional number will be rounded up to the nearest whole number of Securities.

Schedule 1 – Holder Details

Holder 1		
Name	Holder Details	No. of Retained Securities
	Address: Email: Attention:	fully paid ordinary shares The number of Retained Securities assumes that the Holder has elected to convert all of its interest into ordinary shares in the Company and that the listing date is 12 May 2021.

Executed as a deed

Executed by)
EP&T Global Limited ACN 645 144 314)
pursuant to Section 127 of)
the *Corporations Act 2001* (Cth):)

Signature of Director

Signature of ~~Director~~/Secretary

Name of Director (print)

Name of ~~Director~~/Secretary (print)

Executed by)
[Holder])
)
)
in the presence of:)

Signature of Witness

Signature of Attorney

Name of Witness (print)

Name of Attorney (print)

EP&T Global Limited Restriction Notice

To: [entity] ("You")

From: EP&T Global Limited ACN 645 144 314 ("Entity")

Subject: Your securities in the Entity described in item 1 of the schedule below

In accordance with the ASX Listing Rules and the Entity's constitution, you are hereby given notice that the securities you hold in the Entity described in item 1 of the schedule below have been classified as "restricted securities".

This means that for the period ("escrow period") specified in item 2 of the schedule below:

- A. You must not ⁺dispose of, or agree or offer to ⁺dispose of, the restricted securities except as permitted by the listing rules or by ASX in writing.
- B. The securities will be kept on the Entity's ⁺issuer sponsored subregister and will have a ⁺holding lock applied to them.
- C. You will not be entitled to participate in any return of capital on the restricted securities during the escrow period except as permitted by the listing rules or ASX.
- D. If you breach the restrictions above you will not be entitled to any dividend or distribution, or to exercise any voting rights, in respect of the ⁺restricted securities for so long as the breach continues.

These restrictions apply to the securities you hold in the Entity described in item 1 of the schedule below and to any other ⁺securities attaching to or arising out of those securities that are "restricted securities" under the listing rules.

Words and expressions defined in the listing rules of ASX, and not in this notice, have the meanings given to them in the listing rules.

Schedule

- 1. Particulars of restricted securities: [number] [security type]
- 2. Escrow period: [number] [security type] [escrow period]

Dated:

Signed sealed and delivered by
EP&T Global Limited
ACN 645 144 314
by

sign here ►

Company Secretary/Director

print name

Richard Pillinger

sign here ►

Director

print name

John Balassis