Form 605

Corporations Act 2001
Section 671B

Notice of ceasing to be a substantial holder

To Company Name/Scheme SILK Laser Australia Limited

ACN/ARSN 645 400 399

1. Details of substantial holder (1)

Name WC Capital Pty Ltd as trustee for Bare Trust; Paul Leslie Wheeler and Julie Gay Wheeler; Colindale Nominees Pty Ltd
ACN/ARSN (if applicable) 608 640 419; N/A; 008 122 905

The holder ceased to be a substantial holder on 27 August 2021
The previous notice was given to the company on 17 December 2020
The previous notice was dated 15 December 2020

2. Changes in relevant interests

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

Date of change	Person whose relevant interest changed	Nature of change (4)	Consideration given in relation to change (5)	Class (6) and number of Securities affected	Person's votes affected
24 June 2021	WC Capital Pty Ltd (ACN 608 640 419) as trustee for Bare Trust	Dilution of relevant interest following the issue of fully paid ordinary shares under the placement by SILK Laser Australia Limited on 24 June 2021.	N/A	3,125,998 fully paid ordinary shares	3,125,998
24 June 2021	Paul Leslie Wheeler and Julie Gay Wheeler	Dilution of relevant interest following the issue of fully paid ordinary shares under the placement by SILK Laser Australia Limited on 24 June 2021.	N/A	3,125,998 fully paid ordinary shares	3,125,998
24 June 2021	Colindale Nominees Pty Ltd	Dilution of relevant interest following the issue of fully paid ordinary shares under the placement by SILK Laser Australia Limited on 24 June 2021.	N/A	3,125,998 fully paid ordinary shares	3,125,998
27 August 2021	WC Capital Pty Ltd (ACN 608 640 419) as trustee for Bare Trust	Sale of fully paid ordinary shares in SILK Laser Australia Limited pursuant to the agreement between WC Capital Pty Ltd atf Bare Trust, Ord Minnett Limited and Wilsons Corporate Finance Limited dated 26 August 2021, attached as Annexure A.	$5,783,096.30	1,562,999 fully paid ordinary shares	1,562,999
27 August 2021	Paul Leslie Wheeler and Julie Gay Wheeler	Sale of fully paid ordinary shares in SILK Laser Australia Limited pursuant to the agreement between WC Capital Pty Ltd atf Bare Trust, Ord Minnett Limited and Wilsons Corporate Finance Limited dated 26 August 2021, attached as Annexure A.	$5,783,096.30	1,562,999 fully paid ordinary shares	1,562,999
27 August 2021	Colindale Nominees Pty Ltd	Sale of fully paid ordinary shares in SILK Laser Australia Limited pursuant to the agreement between WC Capital Pty Ltd atf Bare Trust, Ord Minnett Limited and Wilsons Corporate Finance Limited dated 26 August 2021, attached as Annexure A.	$5,783,096.30	1,562,999 fully paid ordinary shares	1,562,999

3. Changes in association

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

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

4. Addresses

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

Name	Address
WC Capital Pty Ltd (ACN 608 640 419) as trustee for Bare Trust	c/o Capital Strategies Pty Ltd Level 6, 81 Flinders Street, Adelaide SA 5000
• Paul Leslie Wheeler and Julie Gay Wheeler • Colindale Nominees Pty Ltd	c/o Capital Strategies Pty Ltd Level 6, 81 Flinders Street, Adelaide SA 5000

Signature

print name Andrew Glynn Cosh capacity Director

sign here date 30 AUGUST 2021

print name Paul Leslie Wheeler capacity Individual

sign here date 30 AUGUST 2021

print name Julie Gay Wheeler capacity Individual

sign here date 30 AUGUST 2021

SILK Laser Australia Limited (ACN 645 400 399)

ANNEXURE A

This is Annexure A of 20 pages referred to in the Form 605 *Notice of ceasing to be a substantial holder*.

Signed:

Andrew Glynn Cosh, Director

Dated: 30 AUGUST 2021

Signed:

Paul Leslie Wheeler, Individual

Dated: 30 AUGUST 2021

Signed:

Julie Gay Wheeler, Individual

Dated: 30 AUGUST 2021

The shareholder as listed in Schedule 1 (the "**Vendor**") 26 August 2021

Dear Sirs

Sale of shares in SILK Laser Australia Limited

1 Introduction

This agreement ("**Agreement**") sets out the terms and conditions upon which the Vendor as listed in Schedule 1 engages Ord Minnett Limited (ABN 86 002 733 048) (**Ords**) and Wilsons Corporate Finance Limited (ABN 65 057 547 323) (**Wilsons**) (each a "**Joint Lead Manager**" and together the "**Joint Lead Managers**") to jointly conduct and lead manage a bookbuild of the existing fully paid ordinary shares in SILK Laser Australia Limited ("**SILK**") as listed in Schedule 1 (the "**Sale Securities**") (the "**Sale**") and each Joint Lead Manager agrees to use its best endeavours to procure bids for, and the disposal of, the Sale Securities in accordance with the terms of this Agreement.

2 Sale of securities

2.1 Sale

The Vendor agrees to sell the Sale Securities and the Joint Lead Managers agree to manage the sale of the Sale Securities by procuring purchasers for the Sale Securities on a best endeavours basis at the price of $3.70 per Sale Security ("**Sale Price**"). Purchasers may include a Joint Lead Manager's Affiliates (as defined in clause 11.8) and may be determined by a Joint Lead Manager.

Nothing in this Agreement constitutes an agreement to underwrite or provide settlement support for the sale of the Sale Securities or guarantee than the Sale will be successful and no Joint Lead Manager is required to subscribe, or pay the Sale Price, for any Sale Security.

2.2 Timetable

The Joint Lead Managers must conduct the Sale in accordance with the timetable set out in Schedule 2 (the "**Timetable**") (unless the Vendor consents in writing to a variation).

2.3 Account opening

On the date of this Agreement a Joint Lead Manager or its nominated Affiliate will (where relevant) open an account in the name of the Vendor in accordance with its usual practice, and do all such things necessary to enable it to act as Joint Lead Manager in accordance with this Agreement.

2.4 Manner of Sale

Each Joint Lead Manager will conduct the Sale by way of an offer only to persons:

(a) if in Australia, who do not need disclosure under Part 6D.2 of the Corporations Act 2001 (Cth) ("**Corporations Act**"); and

(b) if outside Australia, to whom offers for sale of securities may lawfully be made without requiring the preparation, delivery, lodgement or filing of any prospectus or other disclosure document or any other lodgement, registration or filing with, or approval by, a government agency (other than any such requirement with which the Vendor, in its sole and absolute discretion, is willing to comply), as determined by the Joint Lead Manager in consultation with the Vendor,

provided in each case (a) and (b) above that such persons may not be in the United States or U.S. Persons (as defined in clause 2.5) or acting for the account or benefit of U.S. Persons.

Any investor that purchases Sale Securities will be required to confirm, including through deemed representations and warranties, among other things:

(c) its status as an investor meeting the requirements of this clause 2.4 and clause 2.5; and

(d) its compliance with all relevant laws and regulations (including the takeover and insider trading provisions of the Corporations Act and the Foreign Acquisitions and Takeovers Act 1975 (Cth) ("**FATA**")).

2.5 U.S. Securities Act

The Sale Securities shall only be offered and sold to persons that are not in the United States and are not "U.S. persons" (as defined in Rule 902(k) under the U.S. Securities Act of 1933 (the "**U.S. Securities Act**")) ("**U.S. Persons**") and are not acting for the account or benefit of U.S. Persons, in "offshore transactions" (as defined in Rule 902(h) under the U.S. Securities Act) in reliance on Regulation S under the U.S. Securities Act ("**Regulation S**").

2.6 Effecting of Sale and settlement

The Sale of the Sale Securities that are successfully sold by the Joint Lead Managers shall be effected on the Trade Date (as defined in the Timetable in Schedule 2), by way of one or more special crossings (in accordance with the ASX Operating Rules) at the Sale Price, with settlement to follow on a T+2 basis in accordance with the ASX Settlement Operating Rules ("**Settlement Date**"). Subject to clause 10, on the Settlement Date, each Joint Lead Manager shall arrange for the payment to the Vendor, or as the Vendor directs, of an amount equal to the Sale Price actually received by the Joint Lead Manager in respect of the Sale Securities being sold by the Vendor, less any fees payable under clause 3, by transfer to the Vendor's account for value (in cleared funds) against delivery of the Sale Securities being sold by the Vendor.

2.7 Joint activities

The Vendor and the Joint Lead Managers have agreed to work together to implement the Sale. In order to give effect to their intention, they have severally (and not jointly nor joint and severally) agreed to the obligations set out in this Agreement. In particular, without limiting the above, the Vendor and each Joint Lead Manager acknowledges that the activities under this Agreement are undertaken by the Joint Lead Managers jointly and are for the purpose of and reasonably necessary to implement the Sale (including the Sale pricing, structure, marketing, the allocation process and the restrictions on offers or solicitation of Sale Securities to persons and to places outside of the jurisdictions referred to in clauses 2.4 and 2.5).

2.8 Moratorium

The Vendor acknowledges that the voluntary escrow deed between SILK and the Vendor dated 22 November 2020 continues to apply to the fully paid ordinary shares in SILK held by the Vendor not sold pursuant to this Agreement.

3 Fees

In consideration of performing its obligations under this Agreement, each Joint Lead Manager shall be entitled to such fees as the parties agree.

4 GST

4.1 Input tax credit

Any fees which the parties agree to be payable to each Joint Lead Manager and any other amounts payable to each Joint Lead Manager under this Agreement are to be agreed and calculated to be exclusive of GST. However, if any amounts payable to a Joint Lead Manager under this Agreement are calculated by reference to a cost or expense incurred by the relevant Joint Lead Manager, the amount payable to the relevant Joint Lead Manager under any other provision of this Agreement must be reduced by the amount of any input tax credit to which the relevant Joint Lead Manager reasonably determines it is entitled for an acquisition in connection with that cost or expense.

4.2 Tax invoice

If any supply made under this Agreement is a taxable supply, the entity making the taxable supply ("**Supplier**") must issue a valid tax invoice to the party providing the consideration for that taxable supply ("**Recipient**"). The tax invoice issued by the Supplier must set out in detail the nature of the taxable supply, the consideration attributable to the taxable supply, the amount of GST payable by the Supplier in connection with the taxable supply and any other details reasonably requested by the Recipient. The GST amount means, in relation to a taxable supply, the amount of GST for which the Supplier is liable in respect of the taxable supply ("**GST Amount**").

4.3 Timing of payment

The Recipient must pay the GST Amount in connection with a taxable supply at the same time that the Recipient must provide the consideration for that taxable supply (under the other provisions of this Agreement), or if later, within 5 business days of the Recipient receiving a tax invoice for that taxable supply.

4.4 Payment differences

If the GST payable by the Supplier in connection with the taxable supply differs from the GST Amount paid by the Recipient under this clause, the Supplier must repay any excess to the Recipient or the Recipient must pay any deficiency to the Supplier, as appropriate within 5 business days of the Supplier providing the Recipient with a written notification regarding the difference in the GST payable. Where the difference in the GST payable results from an adjustment event, the written documentation provided by the Supplier under this clause must include an adjustment note or tax invoice as required by the GST law.

4.5 Defined terms

The references to "GST" and other terms used in this clause 4 (except Recipient and GST Amount) have the meanings given to those terms by the A New Tax System (Goods and Services Tax) Act 1999 (as amended from time to time). However, any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 4.

4.6 References

A reference to something done (including a supply made) by a party includes a reference to something done by any entity through which that party acts.

5 Undertakings

5.1 Restricted activities

The Vendor undertakes to each Joint Lead Manager:

(a) not, prior to settlement on the Settlement Date, to commit, to be involved in or to acquiesce in, any activity which materially breaches:

(i) the Corporations Act and any other applicable laws;

(ii) its constitution;

(iii) the ASX Listing Rules; or

(iv) any legally binding requirement of ASIC or the ASX;

(b) immediately to notify the Joint Lead Managers of any breach of any warranty or undertaking given by it under this Agreement, or the occurrence of any of the termination events described in clause 10;

(c) to furnish the Joint Lead Managers with all information reasonably requested by them in order to implement and settle the Sale; and

(d) not to withdraw the Sale following allocation of the Sale Securities to transferee(s),

each of these undertakings being material terms of this Agreement.

6 Representations and warranties

6.1 Representations and warranties of the Vendor

As at the date of this Agreement and on each day until and including the Settlement Date, the Vendor represents and warrants to the Joint Lead Managers that each of the following statements is true, accurate and not misleading:

(a) (**body corporate**) where it is a body corporate, it is a body corporate validly existing and duly established under the laws of its place of incorporation;

(b) (**capacity**) it has full legal capacity and power to enter into this Agreement and to carry out the transactions that this Agreement contemplates;

(c) (**authority**) it has taken, or will have taken by the time required, all corporate action that is necessary or desirable to authorise its entry into this Agreement and its carrying out of the transactions that this Agreement contemplates;

(d) (**agreement effective**) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;

(e) (**ownership, encumbrances**) it is the registered holder and sole legal owner of the Sale Securities noted against its name in Schedule 1 and will transfer, or procure the transfer of, the full legal and beneficial ownership of the Sale Securities free and clear of all liens, charges, security interests, claims, equities and pre-emptive rights, subject to registration of the transferee(s) in the register of shareholders of SILK;

(f) (**no restrictions**) as at the Trade Date, there will be no escrow restrictions that apply to the Sale Securities and the sale of the Sale Securities will not contravene in any way SILK’s Securities Dealing Policy;

(g) (**not acting in concert**) it is contracting in an individual capacity with the Joint Lead Managers and is not acting in concert with any other SILK shareholder in relation to the execution of the Sale, including matters relating to the price, timing and quantum of the Sale;

(h) (**control**) it does not control SILK (with “control” having the meaning given in section 50AA of the Corporations Act);

(i) (**Sale Securities**) following sale by it, the Sale Securities will rank equally in all respects with all other outstanding ordinary shares of SILK, including their entitlement to dividends, and may be offered for sale on the financial market operated by ASX without disclosure to investors under Part 6D.2 of the Corporations Act;

(j) (**power to sell**) it has the corporate authority and power to sell the Sale Securities under this Agreement and no person has a conflicting right, whether contingent or otherwise, to purchase or to be offered for purchase the Sale Securities;

(k) (**no insider trading offence**) the Vendor is not in possession of ‘inside information’ (as that term is defined in section 1042A of the Corporations Act) and the sale of the Sale Securities will not constitute a violation by it of Division 3 of Part 7.10 of the Corporations Act;

(l) (**ASX listing**) the Sale Securities are quoted on the financial market operated by ASX;

(m) (**trustee**) where it is a trustee of a trust, it has been validly appointed as trustee of that trust, there is no current proposal to replace it as trustee of that trust and it has the right to be indemnified out of the assets of that trust;

(n) (**no directed selling efforts**) with respect to those Sale Securities sold in reliance on Regulation S, none of it, any of its Affiliates, or any person acting on behalf of any of them (other than the Joint Lead Managers or their respective Affiliates or any person acting on behalf of any of them, as to whom it makes no representation or warranty) has engaged or will engage in any “directed selling efforts” (as that term is defined in Rule 902(c) under the U.S. Securities Act);

(o) (**foreign private issuer and no substantial U.S. market interest**) to the best of its knowledge, SILK is a “foreign private issuer” as defined in Rule 405 under the U.S. Securities Act and there is no “substantial U.S. market interest” (as defined in Rule 902(j) under the U.S. Securities Act) in the Sale Securities or any security of the same class or series as the Sale Securities;

(p) (**no stabilisation or manipulation**) neither it nor any of its Affiliates has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of the Sale Securities in violation of any applicable law;

(q) (**breach of law**) it will perform its obligations under this Agreement so as to comply with all applicable laws in any jurisdiction including in particular the Corporations Act and the FATA and the entry and performance of this Agreement by it has not and will not give rise to a contravention by the Vendor of the Corporations Act or any other applicable law, any applicable escrow or restriction agreement or SILK’s Securities Dealing Policy;

(r) (**wholesale client**) it is a “wholesale client” (as such term is defined in section 761G of the Corporations Act);

(s) (**anti-bribery**) neither it nor, to the knowledge of it, any of its related bodies corporate or any director, officer, or employee of it or any of its related bodies corporate has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any applicable provision of the U.S. Foreign Corrupt Practices Act of 1977; or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment, which, in each of (i) through and including (iv), would have a material adverse effect on the Sale;

(t) (**sanctions**) none of it or, to the knowledge of it, any of its related bodies corporate or any director, officer, or employee of it or any of its related bodies corporate is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("**OFAC**") or any similar Australian sanctions administered by the Commonwealth of Australia; and it will not directly or indirectly use the proceeds of the Sale in a manner that would result in a violation by it of the U.S. sanctions administered by OFAC; and

(u) (**anti-money laundering**) the operations of the Vendor are and have been conducted at all times in compliance with all financial record keeping and reporting requirements imposed by law or regulation and in compliance with the money laundering and proceeds of crime statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any government agency (collectively, the "**Money Laundering Laws**") to the extent that they apply to the Vendor and no action, suit or proceeding by or before any court or government agency, authority or body or any arbitrator involving the Vendor or any of its Affiliates with respect to the Money Laundering Laws is pending or threatened.

6.2 Representations and warranties of each Joint Lead Manager

As at the date of this Agreement and on each day until and including the Settlement Date, each Joint Lead Manager severally represents in relation to itself to the Vendor that each of the following statements is correct:

(a) (**body corporate**) it is duly incorporated under the laws of its place of incorporation;

(b) (**capacity**) it has full legal capacity and power to enter into this Agreement and to carry out the transactions that this Agreement contemplates;

(c) (**authority**) it has taken, or will have taken by the time required, all corporate action that is necessary or desirable to authorise its entry into this Agreement and its carrying out of the transactions that this Agreement contemplates;

(d) (**licences**) it holds all licences, permits and authorities necessary and has complied with the terms and conditions of the same in all material respects, in each case for the Joint Lead Manager to fulfil its obligations under this Agreement;

(e) (**agreement effective**) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;

(f) (**breach of law**) it will perform its obligations under this Agreement (and ensure, in relation to the Sale, that its related bodies corporate and Affiliates act in a manner) so as to comply with all applicable laws in any jurisdiction including in particular the Corporations Act and the FATA, provided that the Joint Lead Manager will not be in breach of this warranty to the extent that any breach is caused by an act or omission of the Vendor which constitutes a breach by the Vendor of its representations, warranties and undertakings in clauses 2.7, 5.1 and 6.1;

(g) (**status**) it is not a U.S. Person (as defined in Regulation S under the U.S. Securities Act);

(h) (**no registration**) it acknowledges that the Sale Securities have not been and will not be registered under the U.S. Securities Act and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. Persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act;

(i) (**U.S. selling restrictions**) it, its Affiliates and any person acting on behalf of any of them has offered and sold the Sale Securities, and will offer and sell the Sale Securities to persons that are not in the United States and are not, and are not acting for the account or benefit of, U.S. Persons in “offshore transactions” (as defined in Rule 902(h) under the U.S. Securities Act) in accordance with Regulation S;

(j) (**no directed selling efforts**) with respect to those Sale Securities sold in reliance on Regulation S, none of it, its Affiliates nor any person acting on behalf of any of them has engaged or will engage in any “directed selling efforts" (as that term is defined in Rule 902(c) under the U.S. Securities Act); and

(k) (**no stabilisation or manipulation**) none of the Joint Lead Manager or any of its Affiliates or any person acting on behalf of any of them has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of any securities of SILK to facilitate the sale or resale of the Sale Securities in violation of applicable law.

6.3 Reliance

Each party giving a representation and warranty acknowledges that the other parties have relied on the above representations and warranties in entering into this Agreement and will continue to rely on these representations and warranties in performing their obligations under this Agreement. The above representations and warranties continue in full force and effect notwithstanding completion of this Agreement.

6.4 Notification

Each party agrees that it will tell the other parties promptly upon becoming aware of any of the following occurring prior to the completion of the sale of the Sale Securities:

(a) any material change affecting any of its foregoing representations and warranties; or

(b) any of its foregoing representations or warranties becoming materially untrue or materially incorrect.

7 Indemnity

(a) The Vendor agrees with the Joint Lead Managers that it will keep each Joint Lead Manager and its respective Related Bodies Corporate (as that term is defined in the Corporations Act), and their respective directors, officers and employees (“**Indemnified Parties**”) indemnified against any losses, damages, liabilities, costs, claims, actions and demands (including any reasonable expenses arising in connection therewith) (“**Losses**”) to the extent that such Losses are incurred or made in connection with the Sale or as a result of a breach of this Agreement by it, including any breach of any of the above representations or warranties given by it, and will reimburse the relevant Joint Lead Manager or Indemnified Party for all out of pocket costs, charges and expenses which it may pay or incur in connection with investigating, disputing or defending any such action, demand or claim for which it is indemnified under this Agreement.

(b) The indemnity in clause 7(a) does not extend to and is not to be taken as an indemnity against any Losses of an Indemnified Party to the extent any Losses have resulted from:

(i) any fraud, recklessness, wilful misconduct or gross negligence that the Indemnified Party has been finally judicially determined to have engaged in;

(ii) any penalty or fine which the Indemnified Party is required to pay for any contravention of any law; or

(iii) any amount in respect of which the indemnity would be illegal, void or unenforceable under any applicable law.

(c) The Vendor agrees to the maximum extent permitted by law that:

(i) no claim may be made by it against an Indemnified Party;

(ii) no Indemnified Party will have any liability (whether direct or in contract, tort or otherwise) to the Vendor; and

(iii) the Vendor unconditionally and irrevocably releases and discharges each Indemnified Party,

for (and from) any Losses suffered or incurred by the Vendor arising directly or indirectly as a result of the participation of the Indemnified Party in the Sale, except in relation to matters where those Losses incurred by the Vendor have been finally judicially determined to have resulted from the fraud, recklessness, wilful misconduct or gross negligence of the Indemnified Party.

(d) Notwithstanding any other term of this Agreement, in no circumstances will any director, officer, employee or agent of an Indemnified Party ("**Released Party**") be liable, and the Vendor unconditionally and irrevocably releases and discharges each Released Party from any claim, for any Losses incurred or sustained by the Vendor arising directly or indirectly as a result of the participation of that Released Party in the Sale.

(e) The Vendor and an Indemnified Party must not settle any action, demand or claim to which the indemnity in clause 7(a) relates without the prior written consent of the Vendor or the relevant Joint Lead Manager, as applicable, such consent not to be unreasonably withheld or delayed.

(f) If a Joint Lead Manager becomes aware of any suit, action, proceedings, claim or demand in respect of which an Indemnified Party wishes to claim for indemnification under the indemnity contained in this clause 7, the Joint Lead Manager must promptly notify the Vendor of the substance of that matter. The failure of the relevant Joint Lead Manager to notify the Vendor pursuant to this clause will not release the Vendor from any obligation or liability which it may have pursuant to this Agreement except that such liability will be reduced to the extent to which the amount the subject of the indemnity under clause 7(a) has increased as a result of the failure to so notify.

(g) The indemnity in clause 7(a) is a continuing obligation, separate and independent from the other obligations of the parties under this Agreement and survives termination or completion of this Agreement. It is not necessary for a Joint Lead Manager to incur expense or make payment before enforcing that indemnity.

(h) The indemnity in clause 7(a) is granted to each Joint Lead Manager both for itself and on trust for each of the Indemnified Parties.

(i) Subject to clause 7(j), the parties agree that if for any reason the indemnity in clause 7(a) is unavailable or insufficient to hold harmless any Indemnified Party against any Losses against which the Indemnified Party is stated to be indemnified (other than expressly excluded), the respective proportional contributions of the Vendor and the Indemnified Party or the Indemnified Parties in relation to the relevant Losses will be as agreed, or failing agreement as determined by a court of competent jurisdiction, having regard to the participation in, instigation of or other involvement of the Vendor and the Indemnified Party or the Indemnified Parties in the act complained of, having particular regard to relative intent, knowledge, access to information and opportunity to correct any untrue statement or omission.

(j) The Vendor agrees with each of the Indemnified Parties that in no event will any Joint Lead Manager and its associated Indemnified Parties be required to contribute under clause 7(i) to any Losses in an aggregate amount that exceeds the aggregate of the fees paid to that Joint Lead Manager under this Agreement.

(k) If an Indemnified Party pays an amount in relation to Losses where it is entitled to contribution from the Vendor under clause 7(i) the Vendor agrees promptly to reimburse the Indemnified Party for that amount.

(l) If the Vendor pays an amount to the Indemnified Parties in relation to Losses where it is entitled to contribution from the Indemnified Parties under clause 7(i) the Indemnified Parties must promptly reimburse the Vendor for that amount.

8 Announcements

(a) The Vendor and the Joint Lead Managers will consult each other in respect of any material public releases by any of them concerning the sale of the Sale Securities. Subject to clause 9, the written consent of the Vendor must be obtained prior to a Joint Lead Manager making any release or announcement or engaging in publicity in relation to the Sale of the Sale Securities and such release, announcement or engagement must be in compliance with all applicable laws, including the securities laws of Australia, the United States and any other jurisdiction.

(b) A Joint Lead Manager may, after completion of its other obligations under this Agreement, place advertisements in financial and other newspapers and journals at its own expense describing their service to the Vendor provided such advertisements are in compliance with all applicable laws, including the securities laws of Australia, the United States and any other jurisdiction.

9 Confidentiality

Each party agrees to keep the terms and subject matter of this Agreement confidential, except:

(a) where disclosure is required by applicable law, a legal or regulatory authority or the ASX Listing Rules;

(b) disclosure is made to an adviser or to a person who must know for the purposes of this Agreement, on the basis that the adviser or person keeps the information confidential; and

(c) to a person to the extent reasonably necessary in connection with any actual or potential claim or judicial or administrative process involving that party in relation to the Sale.

10 Events of termination

10.1 Right of termination

If any of the following events occurs at any time during the Risk Period (as defined in clause 10.4), then a Joint Lead Manager may terminate its obligations under this Agreement without cost or liability to itself at any time before the expiry of the Risk Period by giving written notice to the Vendor and the other Joint Lead Manager:

(a) ASX actions

ASX does any of the following:

(i) announces that SILK will be removed from the official list of ASX or ordinary shares in SILK will be suspended from quotation;

(ii) removes SILK from the official list; or

(iii) suspends the trading of ordinary shares in SILK for any period of time.

(b) ASIC inquiry

ASIC issues or threatens to issue proceedings in relation to the Sale or commences, or threatens to commence any inquiry or investigation in relation to the Sale.

(c) Other termination events

Subject to clause 10.2, any of the following occurs:

(i) Banking moratorium

A general moratorium on commercial banking activities in Australia, New Zealand, United States or the United Kingdom is declared by the relevant central banking authority in any of those countries, or there is a material disruption in commercial banking or security settlement or clearance services in any of those countries.

(ii) Breach of Agreement

The Vendor is in default of any of the terms and conditions of this Agreement or breaches any representation or warranty given or made by it under this Agreement.

(iii) Change in law

There is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of the Commonwealth of Australia or any State or Territory of Australia a new law, or the Government of Australia, any State or Territory of Australia, the Reserve Bank of Australia or any Minister or other governmental authority of Australia or any State or Territory of Australia, adopts or announces a proposal to adopt a new policy (other than a law or policy which has been announced before the date of this Agreement).

10.2 Materiality

No event listed in clause 10.1(c) entitles a Joint Lead Manager to exercise its termination rights unless, in the bona fide opinion of that Joint Lead Manager, it:

(a) has, or would reasonably be expected to have, a material adverse effect on:

(i) the willingness of persons to purchase the Sale Securities; or

(ii) the price at which ordinary shares in SILK are sold on the ASX; or

(b) would reasonably be expected to give rise to a liability of that Joint Lead Manager under the Corporations Act or any other applicable law.

10.3 Remaining Joint Lead Manager

(a) Any rights or powers of the Joint Lead Managers to terminate may be exercised severally.

(b) In the event that a Joint Lead Manager terminates its obligations under this Agreement pursuant to clause 10.1 that Joint Lead Manager (the "**Terminating Joint Lead Manager**") will be immediately relieved of its obligations under this Agreement that remain to be performed and the Vendor will be immediately relieved of any obligation to pay to the Terminating Joint Lead Manager any fees referred to in clause 3.

(c) Any rights or entitlements of the Vendor or a Terminating Joint Lead Manager accrued up to the date of termination survive termination.

(d) The exercise by a Joint Lead Manager of its termination rights does not automatically terminate the obligations of the other Joint Lead Manager.

(e) If a Terminating Joint Lead Manager gives notice to the other Joint Lead Manager and the Vendor of the termination of its obligations under this Agreement pursuant to clause 10.1 the remaining Joint Lead Manager (who has not given such notice) ("**Remaining Joint Lead Manager**") will assume all of the obligations of the Terminating Joint Lead Manager under this Agreement unless the Remaining Joint Lead Manager elects to terminate this Agreement pursuant to clause 10.1.

(f) If the Remaining Joint Lead Manager fulfils the obligations of the Terminating Joint Lead Manager under this Agreement, then the Remaining Joint Lead Manager acknowledges that, in addition to the fees to which it is entitled under clause 3, it will also be entitled to a fee calculated on the same basis referred to in clause 3 but in respect of the fee payable to the Terminating Joint Lead Manager.

(g) Any provision of this Agreement which refers to the consent of the Joint Lead Managers must, following termination by the Terminating Joint Lead Manager, be interpreted as referring solely to the Remaining Joint Lead Manager.

(h) Without limiting this clause 10.3, nothing contained in clause 10 will prejudice or nullify any claim for damages or other right which any Joint Lead Manager or any other Indemnified Party may have against the Vendor for or arising out of any breach of undertaking, warranty or representation or failure to observe or perform an obligation under this Agreement.

10.4 Risk Period

For the purposes of this clause 10, the "**Risk Period**" means the period commencing on the execution of this Agreement and ending at 10.00am on the Trade Date.

11 Miscellaneous

11.1 Entire agreement

This Agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that matter.

11.2 Governing law

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

11.3 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will be ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

11.4 Waiver and variation

A provision of or right vested under this Agreement may not be:

(a) waived except in writing signed by the party granting the waiver; or

(b) varied except in writing signed by the parties.

This Agreement may be varied by the parties to it without the approval of any Indemnified Person.

11.5 No merger

The rights and obligations of the parties will not merge on the termination or expiration of this Agreement. Any provision of this Agreement remaining to be performed or observed by a party, or having effect after the termination of this Agreement for whatever reason remains in full force and effect and is binding on that party.

11.6 No assignment

No party may assign its rights or obligations under this Agreement without the prior written consent of the other parties.

11.7 Notices

Any notice, approval, consent, agreement, waiver or other communication in connection with this Agreement must be in writing.

11.8 Affiliates

In this Agreement the term "Affiliates" means any person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a person; "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management, policies or activities of a person, whether through the ownership of securities by contract or agency or otherwise and the term "person" is deemed to include a partnership.

11.9 Business Day

In this Agreement "Business Day" means a day on which:

(a) ASX is open for trading in securities; and

(b) banks are open for general banking business in Melbourne, Australia.

11.10 Interpretation

In this Agreement:

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

(b) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;

(c) a reference to "dollars" and "$" is to Australian currency; and

(d) all references to time are to Melbourne, Victoria, Australia time.

11.11 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one agreement.

11.12 Acknowledgements

The Vendor acknowledges that:

(a) a Joint Lead Manager is not obliged to disclose to it or utilise for the benefit of the Vendor, any non-public information which that Joint Lead Manager obtains in the normal course of its business where such disclosure or use would result in a breach of any obligation of confidentiality or any internal Chinese wall policies of that Joint Lead Manager;

(b) any advice, report or other material provided by a Joint Lead Manager in connection with the Sale, whether oral or written, is confidential and is given solely for the benefit of the Vendor and its directors and may only be relied on and used by the Vendor for the purpose of the Transaction. It may not, except in the circumstances contemplated in clause 9, be disclosed to any other person without the Joint Lead Managers' prior written consent;

(c) it is contracting with each Joint Lead Manager on an arm's length basis to provide the services described in this Agreement and each Joint Lead Manager has not and is not assuming any duties or obligations in respect of it other than those expressly set out in this Agreement. In particular, the performance of this Agreement, any prior relationship between the parties, or any services provided or representations made by a Joint Lead Manager to the Vendor in connection with the Sale or otherwise prior to the date of this Agreement, do not represent or imply any fiduciary relationship or any other category of commercial relationship recognised at law or in equity as giving rise to forms of specific rights and obligations, except the contractual rights expressly set out in this Agreement. In providing services under this Agreement, the Joint Lead Managers will be acting solely pursuant to a contractual relationship with the Vendor on an arm's length basis and will not be acting as fiduciary to the Vendor, its shareholders or any other person and by entering into this Agreement the Vendor will be deemed to have provided its informed consent to the exclusion of any such fiduciary relationship or duty;

(d) each Joint Lead Manager may perform the services contemplated by this Agreement in conjunction with its Affiliates, and any Affiliates performing these services are entitled to the benefits of and are subject to the terms of this Agreement; and

(e) each Joint Lead Manager is a full service securities and corporate advisory firm and, along with its Affiliates, the Joint Lead Manager is engaged in various activities, including writing research, securities trading, investment management, financing and brokerage activities and financial planning and benefits counselling for both companies and individuals. In the ordinary course of these activities, each Joint Lead Manager, its Affiliates, employees and officers may be providing, or may be in the future providing, financial or other services to other parties with conflicting interests to the Vendor and may receive fees for those services and may actively trade the debt and equity securities (or related derivative securities) for the Joint Lead Manager's own account and for the account of their customers and may at any time hold long and short positions in such securities.

11.13 Relationship of the Joint Lead Managers

(a) The obligations of the Joint Lead Managers under this Agreement bind each Joint Lead Manager severally and not jointly or jointly and severally.

(b) Each Joint Lead Manager holds and may exercise its rights, powers and benefits under this Agreement individually. Where consent or approval of the Joint Lead Managers is required under the Agreement, that consent or approval must be obtained from each of the Joint Lead Managers.

(c) The Joint Lead Managers and the Vendor have agreed to come together to implement the Sale. To give effect to their intention, they have separately agreed to obligations on the terms of this Agreement.

(d) The parties acknowledge that:

(i) the Sale pricing, marketing, structure, bookbuild process and allocation process are for the purposes of, and are reasonably necessary for the implementation and success of the Sale; and

(ii) in conjunction with the Sale, the Joint Lead Managers may contract with other sellers of SILK shares in circumstances where they consider that doing so will ensure a more efficient Sale process and maximise the prospects of success of the Sale.

11.14 Joint Venture

(a) The Vendor acknowledges and agrees that the nature and scope of the services being provided by the Joint Lead Managers reasonably requires two joint lead managers, and the Joint Lead Managers are not in competition with each other for the provision of those services to the Vendor.

(b) The Joint Lead Managers intend to carry on jointly the activity of supplying the services of lead managers, brokers and bookrunners to the Vendor and the Sale (the **Joint Venture**) and those joint activities are reasonably necessary to implement the Sale.

(c) The Joint Lead Managers will act jointly when performing their several obligations under this Agreement, and pursuant to any arrangements or understandings that are ancillary to this Agreement, and acknowledge that doing so is for the purposes of, and reasonably necessary for, undertaking the Joint Venture.

Yours sincerely

Rob Thomson

Managing Director,
Co-Head of Corporate Finance
Ord Minnett Limited

Rob Snow

Head of Corporate Finance
Wilsons Corporate Finance Limited

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

Vendor

Signed by
WC Capital Pty Ltd (ACN 608 640 419) as trustee for Bare Trust
by

sign here ►	Company Secretary/Director	*sign here* ►	Director
print name	Andrew Cosh	*print name*	

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

Vendor

Signed by
WC Capital Pty Ltd (ACN 608 640 419) as trustee for Bare Trust
by

sign here ►		*sign here* ►	
	Company Secretary/Director		Director
print name		*print name*	PAUL WHEELER

Schedule 1

Vendor

Vendor	Address	Sale Securities
WC Capital Pty Ltd (ACN 608 640 419) as trustee for Bare Trust	c/o Capital Strategies Pty Ltd Level 6, 81 Flinders Street Adelaide SA 5000	1,562,999

Schedule 2

Timetable

	Date
Trade Date (T)	Thursday, 26 August 2021
Settlement Date (T + 2)	Monday, 30 August 2021