

**Form 603**

Corporations Act 2001

Section 671B

**Notice of initial substantial holder**To Company Name/Scheme **AVADA Group Limited**ACN/ARSN **648 988 783****1. Details of substantial holder (1)**Name **AVADA Group Limited**ACN/ARSN (if applicable) **648 988 783**The holder became a substantial holder on **17/12/2021****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)
<b>Fully Paid Ordinary Shares (ORD)</b>	<b>40,725,749</b>	<b>40,725,749</b>	<b>55.6%</b>

**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
<b>AVADA Group Limited</b>	<p>Restrictions on the disposal of Shares under voluntary escrow arrangements disclosed in the Prospectus dated 9 December 2021, give AVADA Group Limited a deemed relevant interest in 40,725,749 of its own shares under section 608(1)(c) of the Corporations Act. AVADA Group Limited has no right to acquire these shares or to exercise, or control the exercise of, a right to vote attached to these shares.</p> <p>Part A of Annexure A contains a summary of the relevant escrow arrangements and Annexure B contains a pro forma version of the relevant escrow arrangements referred to in that summary.</p>	<p>20,130,807 ORD</p> <p>(subject to escrow until 4 September 2023)</p>
<b>AVADA Group Limited</b>	<p>Restrictions on the disposal of Shares under voluntary escrow arrangements disclosed in the Prospectus dated 9 December 2021, give AVADA Group Limited a deemed relevant interest in 40,725,749 of its own shares under section 608(1)(c) of the Corporations Act. AVADA Group Limited has no right to acquire</p>	<p>20,594,942 ORD</p> <p>(subject to escrow for 24 months from official quotation)</p>



	<p>these shares or to exercise, or control the exercise of, a right to vote attached to these shares.</p> <p>Part B of Annexure A contains a summary of the relevant escrow arrangements and Annexure C contains a pro forma version of the relevant escrow arrangements referred to in that summary.</p>	
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#### 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
AVADA Group Limited	Those persons described in Part A of Annexure A	Those persons described in Part A of Annexure A	20,130,807 ORD
AVADA Group Limited	Those persons described in Part B of Annexure A	Those persons described in Part B of Annexure A	20,594,942 ORD

#### 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 (9)		Class and number of securities
		Cash	Non-cash	
n/a	n/a	No consideration was paid by AVADA Group Limited. AVADA Group Limited has no right to acquire the shares that are subject to the voluntary escrow deeds.	-	20,130,807 ORD
n/a	n/a	No consideration was paid by AVADA Group Limited. AVADA Group Limited has no right to acquire the shares that are subject to the voluntary escrow deeds.	-	20,594,942 ORD



**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
<b>N/A</b>	<b>N/A</b>

**7. Addresses**

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

Name	Address
<b>AVADA Group Limited</b>	<b>c/o Kern Group, Level 22, 300 Queen Street, Brisbane QLD 4000</b>

**Signature**

print name **Paul Fitton**

capacity **Company Secretary**

sign here



date **20/12/2021**

**DIRECTIONS**

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
  - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person ( eg. if the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.



## Annexure A – Summary of escrow arrangements

This is Annexure A of 1 page referred to in form 603 (notice of initial substantial holder) given by AVADA Group Limited

print name **Paul Fitton**

capacity **Company Secretary**

sign here



date **20/12/2021**

### Part A

Entity holder	Total number of escrowed shares
Crowley Superannuation Pty Ltd	4,518,365*
Kern Group (Licensing) Pty Ltd	3,867,720*
Hockridge Superannuation Fund	2,819,460*
Hockridge Estate Pty Ltd	2,801,387*
Zinline Pty Ltd	2,259,183*
Rodeca Pty Ltd	759,085*
Allpiper Holding Pty Ltd	759,085*
SC&I Holdings Pty Ltd	741,012*
Jamanbow Pty Ltd	451,837*
Advanced No.1 Pty Ltd	451,837*
Bowe Developments Pty Ltd	234,955*
Russell James Daly	216,881*
Paul Fitton	150,000*
Ann-Maree Robertson	50,000*
Jo Willoughby	50,000*
<b>Total</b>	<b>20,130,807</b>

\* Shares subject to escrow until 4 September 2023 (see voluntary restriction deed non-seller in Annexure B)

Entity holder	Total number of escrowed shares
Verifact Pty Ltd	14,159,254**
Bowe Developments Pty Ltd	1,882,586**
Martin James French	1,589,306**
Rodeca Pty Ltd	920,802**
Fabian Diaz	920,802**
Diego Diaz	368,321**
Minamurra Pty Ltd	339,242**
Nigel Tarr	339,242**
Glen Sillick	75,387**
<b>Total</b>	<b>20,594,942</b>


\*\* Shares subject to escrow for 24 months from official quotation (see voluntary restriction deed seller in Annexure C)



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**Annexure B – pro forma escrow deed – non-seller**

This is Annexure B of 12 pages referred to in form 603 (notice of initial substantial holder) given by AVADA Group Limited

print name	Paul Fitton	capacity	Company Secretary
sign here		date	20/12/2021

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# Voluntary restriction deed (non-seller)

AVADA Group Pty Ltd ACN 648 988 783

The parties listed in item 1 of the Schedule

Version: 1



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# Voluntary restriction deed

Dated

## Parties

<b>Company</b>	<b>AVADA Group Pty Ltd ACN 648 988 783</b> of c/o Level 22, 300 Queen Street, Brisbane, Queensland 4000
<b>Holders</b>	<b>The parties listed in item 1 of the Schedule</b> of the addresses listed in item 1 of the Schedule

## Background

- A The Company has issued securities to the Holders.
- B The Holders hold the securities as set out in this document.
- C The Holders have agreed to enter into this document voluntarily for the benefit of the Company.

## Agreed terms

### 1 Definitions and interpretation

#### 1.1 Definitions

In this document, terms defined in the Listing Rules have the same meanings when used in this document, and:

Term	Definition
<b>ASX</b>	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires).
<b>Bidder</b>	has the meaning given to that term in the Corporations Act.
<b>Business Day</b>	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
<b>Corporations Act</b>	means <i>Corporations Act 2001</i> (Cth).



<b>Term</b>	<b>Definition</b>
<b>Listing Rules</b>	means the Listing Rules of ASX and any other rules of ASX which are applicable while the Company is admitted to the Official List of ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX.
<b>Offer</b>	has the meaning set out in clause 5.1.
<b>Pre-Bid Acceptance Agreement</b>	has the meaning set out in clause 5.1.
<b>Restricted Period</b>	means the period set out in item 2 of the Schedule.
<b>Securities</b>	means the securities held by the Holders set out in item 3 of the Schedule.
<b>Takeover Bid</b>	has the meaning given to that term in the Corporations Act.
<b>Underwriter</b>	means Shaw and Partners Limited ACN 003 221 583.

## **1.2 Interpretation**

In this document:

- (a) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (b) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (e) a reference to this document includes the agreement recorded by this document;
- (f) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (g) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (h) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (i) a reference to 'month' means calendar month.



## **2 Restrictions**

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### **2.1 Holders' activity during Restricted Period**

Subject to clauses 3, 4 and 5, during the Restricted Period the Holders must not:

- (a) sell, transfer, or otherwise dispose of, or agree or offer to sell, transfer or otherwise dispose of, the Securities;
- (b) create, or agree to create, any security interests in the 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 Securities.

### **2.2 Holding lock**

If the Securities are kept on an issuer sponsored subregister, the Holders agree to the application of a holding lock to the Securities.

## **3 Takeover Bid**

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### **3.1 Release during Takeover Bid**

The Company must release all or any part of the Securities from the restrictions in clause 2 by written notice to the Holders if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary shares of the Company; and
- (b) holders of at least 50% of the Securities in the bid class that are not subject to escrow have accepted the Takeover Bid.

### **3.2 Return of holding lock**

If the Takeover Bid does not become unconditional, the Holders and the Company agree for holding locks on the Securities to be reapplied.

## **4 Merger**

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### **4.1 Release during merger**

The Company must release all or any part of the Securities from the restrictions in clause 2 by written notice to the Holders if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 Corporations Act.

### **4.2 Return of holding lock**

If the merger by scheme of arrangement is not carried out the Holders and the Company agree for holding locks on the Securities to be reapplied.



## **5 Pre-bid Acceptance Agreements**

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### **5.1 Entry into Pre-bid Acceptance Agreements**

Each of the Holders may enter into, and perform its obligations under, an agreement with a potential Bidder under which each of the Holders agrees to accept the offer made to it under a Takeover Bid for all of the issued ordinary shares of the Company (**Offer**) within a period of time after the offer period begins (**Pre-Bid Acceptance Agreement**), provided that the Pre-Bid Acceptance Agreement:

- (a) is subject to a condition precedent that the Bidder publicly propose the Offer within five Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) requires each Holder to accept the Offer for all or any part of the Securities no earlier than ten Business Days after the offer period begins; and
- (c) automatically terminates if:
  - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
  - (ii) a competing Takeover Bid that has been publicly announced, (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and values each Security higher than under any other Takeover Bid that is on offer at the relevant time) is made before the Holders accept the Offer;
  - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
  - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
  - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

### **5.2 Limited release**

- (a) Subject to clauses 5.2(b) and 5.2(c) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 5.1, the Company must:
  - (i) release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2; and
  - (ii) do all other things necessary in time to permit the Holders to comply with their obligations to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 5.2 is a limited release and only releases the Holders from the restrictions in clause 2 for the sole purpose of accepting the Offer.
- (c) Any waiver of the restrictions in clause 2 by the Company under clause 5.2(a) must first be approved by the Underwriter in writing (that approval not to be unreasonably withheld).



## **6 Warranties**

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### **6.1 Holders' warranties**

Each of the Holders warrants to the Company that it:

- (a) before the Restricted Period begins, has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) has power to enter into and perform its obligations under this document.

### **6.2 Breach of warranties**

A breach of the warranties in clause 6.1 is a breach of this document.

## **7 Consequences of breaching this document**

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### **7.1 Enforcement**

If the Company anticipates that a Holder may breach this document, the Company may take steps necessary to prevent the breach or to enforce the document.

### **7.2 Consequences of breach**

If a Holder breaches this document, each of the following applies:

- (a) the Company may take the steps necessary against the Holder to enforce the document or to rectify the breach; and
- (b) the Company may (in addition to other rights and remedies of the Company), refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Securities unless prohibited from doing so by the Listing Rules.

## **8 General**

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### **8.1 Governing law and jurisdiction**

- (a) Queensland law governs this document.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.

### **8.2 Counterparts**

This document may be signed in any number of counterparts. All counterparts together make one instrument.

### **8.3 Amendments**

This document may only be amended by written agreement between all parties.



## 9 Notice

### 9.1 Method of giving notice

A notice, consent or communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
  - (i) delivered by hand to that person's address;
  - (ii) sent to that person's address by prepaid mail or by prepaid airmail, if the address is overseas; or
  - (iii) sent by email to that person's email address unless the sender receives a computer generated report that the email was not successfully sent, within two hours after the email being sent.

### 9.2 When is notice given

A notice, consent or communication given under clause 9.1(a) is given and received on the corresponding day set out in the table below. The time expressed in the table is the local time in the place of receipt.

If a notice is	It is given and received on
Delivered by hand or sent by email	(a) that day, if delivered or sent by 5.00pm on a Business Day; or (b) the next Business Day, in any other case.
Sent by post	(a) three Business Days after posting, if sent within Australia; or (b) seven Business Days after posting, if sent to or from a place outside Australia.

### 9.3 Address for notices

A person's address and email address are those set out below, or as the person notifies the sender:

<b>Name</b>	Company
<b>Attention</b>	[insert]
<b>Address</b>	[insert]
<b>Email address</b>	[insert]



<b>Name</b>	[#insert defined name of party]
<b>Attention</b>	
<b>Address</b>	
<b>Email address</b>	[#insert an email address that is designated for notices]



## Schedule

Particulars (clause 1)

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1	Holders	[#insert name] [#insert address]
2	Restricted Period (the period during which the Securities are restricted)	From the date of listing of the Company on ASX until 4 September 2023.
3	Particulars of Securities	All shares held by the Holder as at the day immediately prior to the date of listing of the Company on ASX (and excludes any shares subscribed for by the Holder under the prospectus relating to the offer of shares and the Company's listing on ASX).



## Execution

EXECUTED as a deed


[#insert execution clauses here]



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**Annexure C – pro forma escrow deed –seller**

This is Annexure C of 8 pages referred to in form 603 (notice of initial substantial holder) given by AVADA Group Limited

print name	Paul Fitton	capacity	Company Secretary
sign here		date	20/12/2021

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# Voluntary restriction deed (seller)

Dated

## Parties

**Company** **AVADA Group Limited ACN 648 988 783**  
of c/o Kern Group, Level 22, 300 Queen Street, Brisbane City, Queensland 4000

**Holders** **[#Insert name]**  
of [#Insert address]

## Background

- A The Company has issued securities to the Holders.
- B The Holders hold the securities as set out in this document.
- C The Holders have agreed to enter into this document voluntarily for the benefit of the Company.

## Agreed terms

### 1 Definitions and interpretation

#### 1.1 Definitions

In this document, terms defined in the Listing Rules have the same meanings when used in this document, and:

Term	Definition
<b>ASX</b>	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires).
<b>Bidder</b>	has the meaning given to that term in the Corporations Act.
<b>Business Day</b>	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
<b>Completion Date</b>	has the meaning given to that term in the Share Purchase Deed.
<b>Corporations Act</b>	means <i>Corporations Act 2001</i> (Cth).



<b>Term</b>	<b>Definition</b>
<b>Listing Rules</b>	means the Listing Rules of ASX and any other rules of ASX which are applicable while the Company is admitted to the Official List of ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX.
<b>Offer</b>	has the meaning set out in clause 5.1.
<b>Pre-Bid Acceptance Agreement</b>	has the meaning set out in clause 5.1.
<b>Restricted Period</b>	means the period set out in item 2 of the Schedule.
<b>Securities</b>	means the securities held by the Holders set out in item 3 of the Schedule.
<b>Share Purchase Deed</b>	means the share purchase deed entered into between the Company, the Holders and others on [#Insert day and month] 2021 (as varied by a deed of amendment dated [#Insert day and month] 2021) in respect of the acquisition of 100% of the shares in [#Insert company name] ACN [#Insert number] by the Company.
<b>Takeover Bid</b>	has the meaning given to that term in the Corporations Act.

## 1.2 Interpretation

In this document:

- (a) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (b) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (e) a reference to this document includes the agreement recorded by this document;
- (f) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (g) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (h) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (i) a reference to 'month' means calendar month.



## **2 Restrictions**

### **2.1 Holders' activity during Restricted Period**

Subject to clauses 3, 4 and 5, during the Restricted Period the Holders must not:

- (a) sell, transfer, or otherwise dispose of, or agree or offer to sell, transfer or otherwise dispose of, the Securities;
- (b) create, or agree to create, any security interests in the 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 Securities.

### **2.2 Holding lock**

If the Securities are kept on an issuer sponsored subregister, the Holders agree to the application of a holding lock to the Securities.

## **3 Takeover Bid**

### **3.1 Release during Takeover Bid**

The Company must release all or any part of the Securities from the restrictions in clause 2 by written notice to the Holders if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary shares of the Company; and
- (b) holders of at least 50% of the Securities in the bid class that are not subject to escrow have accepted the Takeover Bid.

### **3.2 Return of holding lock**

If the Takeover Bid does not become unconditional, the Holders and the Company agree for holding locks on the Securities to be reapplied.

## **4 Merger**

### **4.1 Release during merger**

The Company must release all or any part of the Securities from the restrictions in clause 2 by written notice to the Holders if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 Corporations Act.

### **4.2 Return of holding lock**

If the merger by scheme of arrangement is not carried out the Holders and the Company agree for holding locks on the Securities to be reapplied.



## **5 Pre-bid Acceptance Agreements**

### **5.1 Entry into Pre-bid Acceptance Agreements**

Each of the Holders may enter into, and perform its obligations under, an agreement with a potential Bidder under which each of the Holders agrees to accept the offer made to it under a Takeover Bid for all of the issued ordinary shares of the Company (**Offer**) within a period of time after the offer period begins (**Pre-Bid Acceptance Agreement**), provided that the Pre-Bid Acceptance Agreement:

- (a) is subject to a condition precedent that the Bidder publicly propose the Offer within five Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) requires each Holder to accept the Offer for all or any part of the Securities no earlier than ten Business Days after the offer period begins; and
- (c) automatically terminates if:
  - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
  - (ii) a competing Takeover Bid that has been publicly announced, (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and values each Security higher than under any other Takeover Bid that is on offer at the relevant time) is made before the Holders accept the Offer;
  - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
  - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
  - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

### **5.2 Limited release**

- (a) Subject to clause 5.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 5.1, the Company must:
  - (i) release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2; and
  - (ii) do all other things necessary in time to permit the Holders to comply with their obligations to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 5.2 is a limited release and only releases the Holders from the restrictions in clause 2 for the sole purpose of accepting the Offer.



## **6 Warranties**

### **6.1 Holders' warranties**

Each of the Holders warrants to the Company that it:

- (a) before the Restricted Period begins, has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) has power to enter into and perform its obligations under this document.

### **6.2 Breach of warranties**

A breach of the warranties in clause 6.1 is a breach of this document.

## **7 Consequences of breaching this document**

### **7.1 Enforcement**

If the Company anticipates that a Holder may breach this document, the Company may take steps necessary to prevent the breach or to enforce the document.

### **7.2 Consequences of breach**

If a Holder breaches this document, each of the following applies:

- (a) the Company may take the steps necessary against the Holder to enforce the document or to rectify the breach; and
- (b) the Company may (in addition to other rights and remedies of the Company), refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Securities unless prohibited from doing so by the Listing Rules.

## **8 General**

### **8.1 Governing law and jurisdiction**

- (a) Queensland law governs this document.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.

### **8.2 Counterparts**

This document may be signed in any number of counterparts. All counterparts together make one instrument.

### **8.3 Amendments**

This document may only be amended by written agreement between all parties.



## 9 Notice

### 9.1 Method of giving notice

A notice, consent or communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
  - (i) delivered by hand to that person's address;
  - (ii) sent to that person's address by prepaid mail or by prepaid airmail, if the address is overseas; or
  - (iii) sent by email to that person's email address unless the sender receives a computer generated report that the email was not successfully sent, within two hours after the email being sent.

### 9.2 When is notice given

A notice, consent or communication given under clause 9.1 is given and received on the corresponding day set out in the table below. The time expressed in the table is the local time in the place of receipt.

If a notice is	It is given and received on
Delivered by hand or sent by email	(a) that day, if delivered or sent by 5.00pm on a Business Day; or (b) the next Business Day, in any other case.
Sent by post	(a) three Business Days after posting, if sent within Australia; or (b) seven Business Days after posting, if sent to or from a place outside Australia.

### 9.3 Address for notices

A person's address and email address are those set out in the Schedule, or as the person notifies the sender.

The Company's address and email address for notices are as follows:

<b>Name</b>	Company
<b>Attention</b>	[insert name]
<b>Address</b>	[insert address]
<b>Email address</b>	[insert email]



<b>Name</b>	[#Insert]
<b>Attention</b>	[#Insert]
<b>Address</b>	[#Insert]
<b>Email address</b>	[#Insert]



## Schedule

Particulars (clause 1)

1	Holder	[#Insert name] of [#Insert address]
2	Restricted Period (the period during which the Securities are restricted)	For the 24 month period following the later of: (a) the date of the Company's listing on ASX; and (b) the Completion Date.
3	Particulars of Securities	[#Insert amount] ordinary shares in the issued capital of the Company.

Signed sealed and delivered  
by [#Insert name] ACN [#Insert number]  
on     /     /2021     by:

^ \_\_\_\_\_  
Director

^ \_\_\_\_\_  
Director/Secretary

^ \_\_\_\_\_  
Full name of Director

^ \_\_\_\_\_  
Full name of Director/Secretary