

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme SOCO Corporation Ltd (SOC)

ACN/ARSN 660 362 201

1. Details of substantial holder (1)

Name SOCO Corporation Ltd

ACN/ARSN (if applicable) 660 362 201

The holder became a substantial holder on 23/12/2022

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) |
|----------------------------|----------------------|--------------------|------------------|
| Fully paid ordinary shares | 100,000,000 | 100,000,000 | 79.2% |

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 |
|-----------------------------|---|--|
| SOCO Corporation Ltd | Relevant interests held under section 608(1)(c) of the <i>Corporations Act 2001</i> (Cth) arising from voluntary escrow arrangements (Voluntary Restriction Deeds) as disclosed in the prospectus issued by SOCO Corporation Ltd on 2 December 2022. Copies of the Voluntary Restriction Deeds are attached as Annexure A. | 100,000,000 fully paid 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 |
|-----------------------------|--|--|---------------------------------------|
| SOCO Corporation Ltd | Seanrica Pty Ltd as trustee for the Rizzo Family Trust | Seanrica Pty Ltd as trustee for the Rizzo Family Trust | 20,000,000 fully paid ordinary shares |
| SOCO Corporation Ltd | Rock Family Pty Ltd as trustee for the Rock Family Trust | Rock Family Pty Ltd as trustee for the Rock Family Trust | 20,000,000 fully paid ordinary shares |
| SOCO Corporation Ltd | Beostemis Pty Ltd as trustee for Simovic Family Trust | Beostemis Pty Ltd as trustee for Simovic Family Trust | 20,000,000 fully paid ordinary shares |
| SOCO Corporation Ltd | Castelfrentano Pty Ltd as trustee for the 2Life Family Trust | Castelfrentano Pty Ltd as trustee for the 2Life Family Trust | 20,000,000 fully paid ordinary shares |
| SOCO Corporation Ltd | Ulin Holdings Pty Ltd as trustee for the Raju-Sanderson Family Trust | Ulin Holdings Pty Ltd as trustee for the Raju-Sanderson Family Trust | 20,000,000 fully paid 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 (9) | | Class and number of securities |
|-----------------------------|---------------------|-------------------|----------|--|
| | | Cash | Non-cash | |
| SOCO Corporation Ltd | 23/12/2022 | N/A | | 100,000,000 fully paid 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 | N/A |

7. Addresses

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

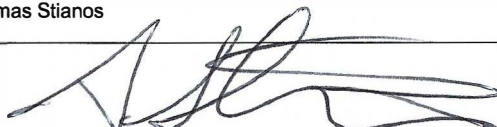
| Name | Address |
|------------------------|--|
| SOCO Corporation Ltd | 207 Logan Road, Woolloongabba, QLD, 4102 |
| Seanrica Pty Ltd | 59 Britannia Avenue, Morningside, Queensland 4170 |
| Rock Family Pty Ltd | 30 Bellevue Parade, Paddington, Queensland 4064 |
| Beostemis Pty Ltd | Unit 2, 22 Florence Street, Teneriffe, Queensland 4005 |
| Castelfrentano Pty Ltd | 15 Stoneleigh Street, Red Hill, Queensland 4059 |
| Ulin Holdings Pty Ltd | 91 Coopers Camp Road, Bardon, Queensland 4065 |

Signature

print name Thomas Stianos

capacity Non-executive Chair

sign here



date 23/12/2022

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, moneys 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 to Form 603

This is Annexure A of 73 pages (inclusive of this endorsement page) referred to in Form 603 – Notice of initial substantial holder signed by Thomas Stianos (Non-executive Chair) dated 23 December 2022.

This Annexure A contains copies of the following Voluntary Restriction Deeds referred to in the Form 603 –

- Voluntary restriction deed dated 15 November 2022 between SOCO Corporation Ltd and Seanrica Pty Ltd as trustee for the Rizzo Family Trust (13 pages);
- Voluntary restriction deed dated 15 November 2022 between SOCO Corporation Ltd and Rock Family Pty Ltd as trustee for the Rock Family Trust (13 pages);
- Voluntary restriction deed dated 15 November 2022 between SOCO Corporation Ltd and Beostemis Pty Ltd as trustee for Simovic Family Trust (13 pages);
- Voluntary restriction deed dated 15 November 2022 between SOCO Corporation Ltd and Castelfrentano Pty Ltd as trustee for the 2Life Family Trust (13 pages); and
- Voluntary restriction deed dated 15 November 2022 between SOCO Corporation Ltd and Ulin Holdings Pty Ltd as trustee for the Raju-Sanderson Family Trust (13 pages).

A handwritten signature in black ink, appearing to be 'T. Stianos', written over a horizontal line.

Signed

Thomas Stianos, Non-executive Chair – SOCO Corporation Ltd

Voluntary restriction deed

SOCO Corporation Ltd ACN 660 362 201

The parties listed in item 1 of the Schedule

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Voluntary restriction deed

Dated 15 November 2022

Parties

| | |
|----------------|--|
| Company | SOCO Corporation Ltd ACN 660 362 201 of 207 Logan Road, Woolloongabba, QLD 4102 |
| Holder | The party listed in item 1 of the Schedule of the address listed in item 1 of the Schedule |

Background

- A The Company has issued securities to the Holder.
- B The Holder holds the securities as set out in this document.
- C The Holder has 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 |
|------------------|---|
| Affiliate | where the party to whom the reference relates is an individual, means: <ul style="list-style-type: none">(a) the spouse or de facto spouse of the party;(b) an entity (such as a natural person, body corporate, partnership or trust) controlled (within the meaning of section 50AA Corporations Act) by the party or by an individual referred to in paragraph (a) above;(c) a body corporate in which the party or a person referred to in paragraph (a) above owns or holds in the aggregate more than 20% of the voting shares (as defined in the Corporations Act); or |

| Term | Definition |
|-------------------------------------|---|
| | <p>(d) a trust of which the party or any person referred to in paragraph (a) above:</p> <p>(i) is a primary beneficiary of the trust (as named in or within the meaning set out in the deed for the trust);</p> <p>(ii) is a member of the trust (where the trust is a self managed superannuation fund for the purpose of the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth));</p> <p>(iii) has received 50% or more of the distributions made from that trust in the three years before the date of the proposed event or transaction being considered; or</p> <p>(iv) is the responsible entity, trustee, manager or investment adviser of the trust.</p> |
| ASX | means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires). |
| Bidder | has the meaning given to that term in the Corporations Act. |
| Business Day | 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. |
| Corporations Act | means <i>Corporations Act 2001</i> (Cth). |
| Founder Securities | has the meaning given in item 4 of the Schedule. |
| Listing Rules | 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. |
| Offer | has the meaning set out in clause 6.1. |
| Permitted Transferee | <p>means:</p> <p>(a) a person named in item 5 of the Schedule; and</p> <p>(b) an Affiliate of a person named in item 5 of the Schedule.</p> |
| Pre-Bid Acceptance Agreement | has the meaning set out in clause 6.1. |
| Restricted Period | means the period set out in item 2 of the Schedule. |
| Securities | means the securities held by the Holder set out in item 3 of the Schedule. |
| Takeover Bid | 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 Holder's activity during Restricted Period

Subject to clauses 3, 4, 5 and 6, during the Restricted Period the Holder 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 sub-register, the Holder agrees to the application of a holding lock to the Securities.

3 Permitted Transferee

3.1 Transfer to Permitted Transferee

The Holder may sell, transfer, or otherwise dispose of, or agree or offer to sell, transfer or otherwise dispose of, the Securities to a Permitted Transferee.

3.2 Permitted Transferee to sign voluntary restriction deed

Prior to completion of any transaction contemplated under clause 3.1, the Permitted Transferee must enter into a deed with the Company in the same form as this document in respect of any Securities acquired from the Holder (if not already party to a similar deed with the Company).

3.3 Release for transfer to Permitted Transferee

Subject to the Permitted Transferee and the Company having complied with clause 3.2, the Company must release all or any part of the Securities from the restrictions in clause 2 to permit any transfer of Securities contemplated under clause 3.1.

3.4 Return of holding lock

If a transaction contemplated under clause 3.1 does not complete and for which holding locks on the Securities were released, the Holder and the Company agree for holding locks on the Securities to be reapplied.

4 Takeover Bid

4.1 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 Holder 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.

4.2 Return of holding lock

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

5 Merger

5.1 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 Holder 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.

5.2 Return of holding lock

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

6 Pre-bid Acceptance Agreements

6.1 Entry into Pre-bid Acceptance Agreements

The Holder may enter into, and perform its obligations under, an agreement with a potential Bidder under which each of the Holder 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 the 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 Holder accepts 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.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, 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 Holder to comply with its obligations to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Warranties

7.1 Holder's warranties

The Holder 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.

7.2 Breach of warranties

A breach of the warranties in clause 7.1 is a breach of this document.

8 Consequences of breaching this document

8.1 Enforcement

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

8.2 Consequences of breach

If the 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.

9 General

9.1 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.

9.2 Counterparts

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

9.3 Amendments

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

10 Notice

10.1 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;
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient; or

10.2 When is notice given

A notice, consent or communication given under clause 10.1(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 fax or 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. |

10.3 Address for notices

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

| | |
|----------------------|---|
| Name | SOCO Corporation Ltd |
| Attention | Company Secretary |
| Address | 207 Logan Road, Woolloongabba, QLD 4102 |
| Email address | steve.parks@soco.com.au |

| | |
|----------------------|--|
| Name | Seanrica Pty Ltd as trustee for the Rizzo Family Trust |
| Attention | Sebastian Rizzo |
| Address | 59 Britannia Avenue, Morningside, Queensland 4170 |
| Email address | sebastian.rizzo@soco.com.au |

Schedule

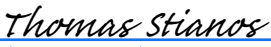
Particulars (clause 1)

| | | |
|---|---|---|
| 1 | Holder | Seanrica Pty Ltd ACN 634 150 557 as trustee for the Rizzo Family Trust 59 Britannia Avenue, Morningside, Queensland 4170 |
| 2 | Restricted Period (the period during which the Securities are restricted) | For the 12-month period from the date of the official quotation of securities on the Company's admission to listing on the ASX. |
| 3 | Particulars of Securities | 20,000,000 fully paid ordinary shares and any Founder Securities acquired by the Holder between the date of this document and the expiry of the Restriction Period. |
| 4 | Founder Securities | The 100,000,000 fully paid ordinary shares in the capital of the Company on issue and held by the following persons at the date of this document: (a) 20,000,000 fully paid ordinary shares held by Rock Family Pty Ltd ACN 619 969 783 as trustee for the Rock Family Trust; (b) 20,000,000 fully paid ordinary shares held by Beostemis Pty Ltd ACN 634 150 780 as trustee for the Simovic Family Trust; (c) 20,000,000 fully paid ordinary shares held by Castelfrentano Pty Ltd ACN 101 092 442 as trustee for the 2Life Family Trust; (d) 20,000,000 fully paid ordinary shares held by the Holder; and (e) 20,000,000 fully paid ordinary shares held by Ulin Holdings Pty Ltd ACN 159 913 612 as trustee for the Raju-Sanderson Family Trust. |
| 5 | Permitted Transferee | (a) Carlo Federico Liviani. (b) Anand Kumar Raju. (c) Sebastian Anthony Rizzo. (d) Thomas John Rock. (e) Stevan Simovic. (f) Thomas Stianos. (g) Khatiza Brown. |


Execution

EXECUTED as a deed

Signed sealed and delivered
by SOCO Corporation Ltd ACN 660 362 201 by:



Thomas Stianos (Nov 15, 2022 16:28 GMT+11)
▲ Director

15/11/2022
▲ Full name of Director


Khatiza Brown (Nov 15, 2022 13:30 GMT+8)
▲ Director

15/11/2022
▲ Full name of Director

Signed sealed and delivered
by Seanrica Pty Ltd ACN 634 150 557 as trustee for
the Rizzo Family Trust by:


Sebastian Anthony Rizzo (Nov 15, 2022 14:04 GMT+10)
▲ Signature of Sebastian Anthony Rizzo who
signs in the capacity of sole secretary and
sole director

Voluntary restriction deed

SOCO Corporation Ltd ACN 660 362 201

The parties listed in item 1 of the Schedule

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Voluntary restriction deed

Dated 15 November 2022

Parties

| | |
|----------------|--|
| Company | SOCO Corporation Ltd ACN 660 362 201 of 207 Logan Road, Woolloongabba, QLD 4102 |
| Holder | The party listed in item 1 of the Schedule of the address listed in item 1 of the Schedule |

Background

- A The Company has issued securities to the Holder.
- B The Holder holds the securities as set out in this document.
- C The Holder has 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 |
|------------------|---|
| Affiliate | where the party to whom the reference relates is an individual, means: <ul style="list-style-type: none">(a) the spouse or de facto spouse of the party;(b) an entity (such as a natural person, body corporate, partnership or trust) controlled (within the meaning of section 50AA Corporations Act) by the party or by an individual referred to in paragraph (a) above;(c) a body corporate in which the party or a person referred to in paragraph (a) above owns or holds in the aggregate more than 20% of the voting shares (as defined in the Corporations Act); or |

| Term | Definition |
|-------------------------------------|---|
| | <p>(d) a trust of which the party or any person referred to in paragraph (a) above:</p> <p>(i) is a primary beneficiary of the trust (as named in or within the meaning set out in the deed for the trust);</p> <p>(ii) is a member of the trust (where the trust is a self managed superannuation fund for the purpose of the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth));</p> <p>(iii) has received 50% or more of the distributions made from that trust in the three years before the date of the proposed event or transaction being considered; or</p> <p>(iv) is the responsible entity, trustee, manager or investment adviser of the trust.</p> |
| ASX | means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires). |
| Bidder | has the meaning given to that term in the Corporations Act. |
| Business Day | 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. |
| Corporations Act | means <i>Corporations Act 2001</i> (Cth). |
| Founder Securities | has the meaning given in item 4 of the Schedule. |
| Listing Rules | 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. |
| Offer | has the meaning set out in clause 6.1. |
| Permitted Transferee | <p>means:</p> <p>(a) a person named in item 5 of the Schedule; and</p> <p>(b) an Affiliate of a person named in item 5 of the Schedule.</p> |
| Pre-Bid Acceptance Agreement | has the meaning set out in clause 6.1. |
| Restricted Period | means the period set out in item 2 of the Schedule. |
| Securities | means the securities held by the Holder set out in item 3 of the Schedule. |
| Takeover Bid | 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 Holder's activity during Restricted Period

Subject to clauses 3, 4, 5 and 6, during the Restricted Period the Holder 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 sub-register, the Holder agrees to the application of a holding lock to the Securities.

3 Permitted Transferee

3.1 Transfer to Permitted Transferee

The Holder may sell, transfer, or otherwise dispose of, or agree or offer to sell, transfer or otherwise dispose of, the Securities to a Permitted Transferee.

3.2 Permitted Transferee to sign voluntary restriction deed

Prior to completion of any transaction contemplated under clause 3.1, the Permitted Transferee must enter into a deed with the Company in the same form as this document in respect of any Securities acquired from the Holder (if not already party to a similar deed with the Company).

3.3 Release for transfer to Permitted Transferee

Subject to the Permitted Transferee and the Company having complied with clause 3.2, the Company must release all or any part of the Securities from the restrictions in clause 2 to permit any transfer of Securities contemplated under clause 3.1.

3.4 Return of holding lock

If a transaction contemplated under clause 3.1 does not complete and for which holding locks on the Securities were released, the Holder and the Company agree for holding locks on the Securities to be reapplied.

4 Takeover Bid

4.1 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 Holder 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.

4.2 Return of holding lock

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

5 Merger

5.1 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 Holder 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.

5.2 Return of holding lock

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

6 Pre-bid Acceptance Agreements

6.1 Entry into Pre-bid Acceptance Agreements

The Holder may enter into, and perform its obligations under, an agreement with a potential Bidder under which each of the Holder 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 the 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 Holder accepts 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.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, 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 Holder to comply with its obligations to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Warranties

7.1 Holder's warranties

The Holder 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.

7.2 Breach of warranties

A breach of the warranties in clause 7.1 is a breach of this document.

8 Consequences of breaching this document

8.1 Enforcement

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

8.2 Consequences of breach

If the 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.

9 General

9.1 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.

9.2 Counterparts

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

9.3 Amendments

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

10 Notice

10.1 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;
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient; or

10.2 When is notice given

A notice, consent or communication given under clause 10.1(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 fax or 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. |

10.3 Address for notices

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

| | |
|----------------------|---|
| Name | SOCO Corporation Ltd |
| Attention | Company Secretary |
| Address | 207 Logan Road, Woolloongabba, QLD 4102 |
| Email address | steve.parks@soco.com.au |

| | |
|----------------------|--|
| Name | Rock Family Pty Ltd as trustee for the Rock Family Trust |
| Attention | Thomas Rock |
| Address | 30 Bellevue Parade, Paddington, Queensland 4064 |
| Email address | tom.rock@soco.com.au |

Schedule

Particulars (clause 1)

| | | |
|---|---|---|
| 1 | Holder | Rock Family Pty Ltd ACN 619 969 783 as trustee for the Rock Family Trust 30 Belview Parade, Paddington, Queensland 4064 |
| 2 | Restricted Period (the period during which the Securities are restricted) | For the 12-month period from the date of the official quotation of securities on the Company's admission to listing on the ASX. |
| 3 | Particulars of Securities | 20,000,000 fully paid ordinary shares and any Founder Securities acquired by the Holder between the date of this document and the expiry of the Restriction Period. |
| 4 | Founder Securities | The 100,000,000 fully paid ordinary shares in the capital of the Company on issue and held by the following persons at the date of this document: (a) 20,000,000 fully paid ordinary shares held by the Holder; (b) 20,000,000 fully paid ordinary shares held by Beostemis Pty Ltd ACN 634 150 780 as trustee for the Simovic Family Trust; (c) 20,000,000 fully paid ordinary shares held by Castelfrentano Pty Ltd ACN 101 092 442 as trustee for the 2Life Family Trust; (d) 20,000,000 fully paid ordinary shares held by Seanrica Pty Ltd ACN 634 150 557 as trustee for the Rizzo Family Trust; and (e) 20,000,000 fully paid ordinary shares held by Ulin Holdings Pty Ltd ACN 159 913 612 as trustee for the Raju-Sanderson Family Trust. |
| 5 | Permitted Transferee | (a) Carlo Federico Liviani. (b) Anand Kumar Raju. (c) Sebastian Anthony Rizzo. (d) Thomas John Rock. (e) Stevan Simovic. (f) Thomas Stianos. (g) Khatiza Brown. |


Execution

EXECUTED as a deed

Signed sealed and delivered
by SOCO Corporation Ltd ACN 660 362 201 by:



Khatiza Brown (Nov 15, 2022 13:32 GMT+8)
▲ Director

Khatiza Brown
▲ Full name of Director


Thomas Stianos (Nov 15, 2022 16:29 GMT+11)
▲ Director

Thomas Stianos
▲ Full name of Director

Signed sealed and delivered
by Rock Family Pty Ltd ACN 619 969 783 as trustee
for the Rock Family Trust by:


Thomas John Rock (Nov 15, 2022 14:36 GMT+10)
▲ Signature of Thomas John Rock who signs
in the capacity of sole secretary and sole
director

Voluntary restriction deed

SOCO Corporation Ltd ACN 660 362 201

The parties listed in item 1 of the Schedule

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Voluntary restriction deed

Dated 15 November 2022

Parties

| | |
|----------------|--|
| Company | SOCO Corporation Ltd ACN 660 362 201 of 207 Logan Road, Woolloongabba, QLD 4102 |
| Holder | The party listed in item 1 of the Schedule of the address listed in item 1 of the Schedule |

Background

- A The Company has issued securities to the Holder.
- B The Holder holds the securities as set out in this document.
- C The Holder has 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 |
|------------------|---|
| Affiliate | where the party to whom the reference relates is an individual, means: <ul style="list-style-type: none">(a) the spouse or de facto spouse of the party;(b) an entity (such as a natural person, body corporate, partnership or trust) controlled (within the meaning of section 50AA Corporations Act) by the party or by an individual referred to in paragraph (a) above;(c) a body corporate in which the party or a person referred to in paragraph (a) above owns or holds in the aggregate more than 20% of the voting shares (as defined in the Corporations Act); or |

| Term | Definition |
|-------------------------------------|---|
| | <p>(d) a trust of which the party or any person referred to in paragraph (a) above:</p> <p>(i) is a primary beneficiary of the trust (as named in or within the meaning set out in the deed for the trust);</p> <p>(ii) is a member of the trust (where the trust is a self managed superannuation fund for the purpose of the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth));</p> <p>(iii) has received 50% or more of the distributions made from that trust in the three years before the date of the proposed event or transaction being considered; or</p> <p>(iv) is the responsible entity, trustee, manager or investment adviser of the trust.</p> |
| ASX | means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires). |
| Bidder | has the meaning given to that term in the Corporations Act. |
| Business Day | 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. |
| Corporations Act | means <i>Corporations Act 2001</i> (Cth). |
| Founder Securities | has the meaning given in item 4 of the Schedule. |
| Listing Rules | 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. |
| Offer | has the meaning set out in clause 6.1. |
| Permitted Transferee | <p>means:</p> <p>(a) a person named in item 5 of the Schedule; and</p> <p>(b) an Affiliate of a person named in item 5 of the Schedule.</p> |
| Pre-Bid Acceptance Agreement | has the meaning set out in clause 6.1. |
| Restricted Period | means the period set out in item 2 of the Schedule. |
| Securities | means the securities held by the Holder set out in item 3 of the Schedule. |
| Takeover Bid | 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 Holder's activity during Restricted Period

Subject to clauses 3, 4, 5 and 6, during the Restricted Period the Holder 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 sub-register, the Holder agrees to the application of a holding lock to the Securities.

3 Permitted Transferee

3.1 Transfer to Permitted Transferee

The Holder may sell, transfer, or otherwise dispose of, or agree or offer to sell, transfer or otherwise dispose of, the Securities to a Permitted Transferee.

3.2 Permitted Transferee to sign voluntary restriction deed

Prior to completion of any transaction contemplated under clause 3.1, the Permitted Transferee must enter into a deed with the Company in the same form as this document in respect of any Securities acquired from the Holder (if not already party to a similar deed with the Company).

3.3 Release for transfer to Permitted Transferee

Subject to the Permitted Transferee and the Company having complied with clause 3.2, the Company must release all or any part of the Securities from the restrictions in clause 2 to permit any transfer of Securities contemplated under clause 3.1.

3.4 Return of holding lock

If a transaction contemplated under clause 3.1 does not complete and for which holding locks on the Securities were released, the Holder and the Company agree for holding locks on the Securities to be reapplied.

4 Takeover Bid

4.1 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 Holder 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.

4.2 Return of holding lock

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

5 Merger

5.1 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 Holder 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.

5.2 Return of holding lock

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

6 Pre-bid Acceptance Agreements

6.1 Entry into Pre-bid Acceptance Agreements

The Holder may enter into, and perform its obligations under, an agreement with a potential Bidder under which each of the Holder 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 the 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 Holder accepts 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.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, 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 Holder to comply with its obligations to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Warranties

7.1 Holder's warranties

The Holder 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.

7.2 Breach of warranties

A breach of the warranties in clause 7.1 is a breach of this document.

8 Consequences of breaching this document

8.1 Enforcement

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

8.2 Consequences of breach

If the 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.

9 General

9.1 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.

9.2 Counterparts

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

9.3 Amendments

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

10 Notice

10.1 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;
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient; or

10.2 When is notice given

A notice, consent or communication given under clause 10.1(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 fax or 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. |

10.3 Address for notices

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

| | |
|----------------------|---|
| Name | SOCO Corporation Ltd |
| Attention | Company Secretary |
| Address | 207 Logan Road, Woolloongabba, QLD 4102 |
| Email address | steve.parks@soco.com.au |

| | |
|----------------------|--|
| Name | Beostemis Pty Ltd as trustee for Simovic Family Trust |
| Attention | Stevan Simovic |
| Address | Unit 2, 22 Florence Street, Teneriffe, Queensland 4005 |
| Email address | stevan.simovic@soco.com.au |

Schedule


Particulars (clause 1)

| | | |
|---|---|--|
| 1 | Holder | Beostemis Pty Ltd ACN 634 150 780 as trustee for Simovic Family Trust Unit 2, 22 Florence Street, Teneriffe, Queensland 4005 |
| 2 | Restricted Period (the period during which the Securities are restricted) | For the 12-month period from the date of the official quotation of securities on the Company's admission to listing on the ASX. |
| 3 | Particulars of Securities | 20,000,000 fully paid ordinary shares and any Founder Securities acquired by the Holder between the date of this document and the expiry of the Restriction Period. |
| 4 | Founder Securities | The 100,000,000 fully paid ordinary shares in the capital of the Company on issue and held by the following persons at the date of this document: (a) 20,000,000 fully paid ordinary shares held by Rock Family Pty Ltd ACN 619 969 783 as trustee for the Rock Family Trust; (b) 20,000,000 fully paid ordinary shares held by the Holder; (c) 20,000,000 fully paid ordinary shares held by Castelfrentano Pty Ltd ACN 101 092 442 as trustee for the 2Life Family Trust; (d) 20,000,000 fully paid ordinary shares held by Seanrica Pty Ltd ACN 634 150 557 as trustee for the Rizzo Family Trust; and (e) 20,000,000 fully paid ordinary shares held by Ulin Holdings Pty Ltd ACN 159 913 612 as trustee for the Raju-Sanderson Family Trust. |
| 5 | Permitted Transferee | (a) Carlo Federico Liviani. (b) Anand Kumar Raju. (c) Sebastian Anthony Rizzo. (d) Thomas John Rock. (e) Stevan Simovic. (f) Thomas Stianos. (g) Khatiza Brown. |


Execution

EXECUTED as a deed

Signed sealed and delivered
by SOCO Corporation Ltd ACN 660 362 201 by:



Khatiza Brown (Nov 15, 2022 13:32 GMT+8)
▲ Director

Khatiza Brown
▲ Full name of Director


Thomas Stianos (Nov 15, 2022 16:33 GMT+11)
▲ Director

Thomas Stianos
▲ Full name of Director

Signed sealed and delivered
by Beostemis Pty Ltd ACN 634 150 780 as trustee
for Simovic Family Trust by:


Stevan Simovic (Nov 15, 2022 14:46 GMT+10)
▲ Signature of Stevan Simovic who signs in
the capacity of sole secretary and sole
director

Voluntary restriction deed

SOCO Corporation Ltd ACN 660 362 201

The parties listed in item 1 of the Schedule

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Voluntary restriction deed

Dated 15 November 2022

Parties

| | |
|----------------|--|
| Company | SOCO Corporation Ltd ACN 660 362 201 of 207 Logan Road, Woolloongabba, QLD 4102 |
| Holder | The party listed in item 1 of the Schedule of the address listed in item 1 of the Schedule |

Background

- A The Company has issued securities to the Holder.
- B The Holder holds the securities as set out in this document.
- C The Holder has 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 |
|------------------|---|
| Affiliate | where the party to whom the reference relates is an individual, means: <ul style="list-style-type: none">(a) the spouse or de facto spouse of the party;(b) an entity (such as a natural person, body corporate, partnership or trust) controlled (within the meaning of section 50AA Corporations Act) by the party or by an individual referred to in paragraph (a) above;(c) a body corporate in which the party or a person referred to in paragraph (a) above owns or holds in the aggregate more than 20% of the voting shares (as defined in the Corporations Act); or |

| Term | Definition |
|-------------------------------------|---|
| | <p>(d) a trust of which the party or any person referred to in paragraph (a) above:</p> <p>(i) is a primary beneficiary of the trust (as named in or within the meaning set out in the deed for the trust);</p> <p>(ii) is a member of the trust (where the trust is a self managed superannuation fund for the purpose of the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth));</p> <p>(iii) has received 50% or more of the distributions made from that trust in the three years before the date of the proposed event or transaction being considered; or</p> <p>(iv) is the responsible entity, trustee, manager or investment adviser of the trust.</p> |
| ASX | means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires). |
| Bidder | has the meaning given to that term in the Corporations Act. |
| Business Day | 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. |
| Corporations Act | means <i>Corporations Act 2001</i> (Cth). |
| Founder Securities | has the meaning given in item 4 of the Schedule. |
| Listing Rules | 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. |
| Offer | has the meaning set out in clause 6.1. |
| Permitted Transferee | <p>means:</p> <p>(a) a person named in item 5 of the Schedule; and</p> <p>(b) an Affiliate of a person named in item 5 of the Schedule.</p> |
| Pre-Bid Acceptance Agreement | has the meaning set out in clause 6.1. |
| Restricted Period | means the period set out in item 2 of the Schedule. |
| Securities | means the securities held by the Holder set out in item 3 of the Schedule. |
| Takeover Bid | 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 Holder's activity during Restricted Period

Subject to clauses 3, 4, 5 and 6, during the Restricted Period the Holder 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 sub-register, the Holder agrees to the application of a holding lock to the Securities.

3 Permitted Transferee

3.1 Transfer to Permitted Transferee

The Holder may sell, transfer, or otherwise dispose of, or agree or offer to sell, transfer or otherwise dispose of, the Securities to a Permitted Transferee.

3.2 Permitted Transferee to sign voluntary restriction deed

Prior to completion of any transaction contemplated under clause 3.1, the Permitted Transferee must enter into a deed with the Company in the same form as this document in respect of any Securities acquired from the Holder (if not already party to a similar deed with the Company).

3.3 Release for transfer to Permitted Transferee

Subject to the Permitted Transferee and the Company having complied with clause 3.2, the Company must release all or any part of the Securities from the restrictions in clause 2 to permit any transfer of Securities contemplated under clause 3.1.

3.4 Return of holding lock

If a transaction contemplated under clause 3.1 does not complete and for which holding locks on the Securities were released, the Holder and the Company agree for holding locks on the Securities to be reapplied.

4 Takeover Bid

4.1 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 Holder 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.

4.2 Return of holding lock

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

5 Merger

5.1 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 Holder 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.

5.2 Return of holding lock

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

6 Pre-bid Acceptance Agreements

6.1 Entry into Pre-bid Acceptance Agreements

The Holder may enter into, and perform its obligations under, an agreement with a potential Bidder under which each of the Holder 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 the 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 Holder accepts 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.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, 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 Holder to comply with its obligations to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Warranties

7.1 Holder's warranties

The Holder 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.

7.2 Breach of warranties

A breach of the warranties in clause 7.1 is a breach of this document.

8 Consequences of breaching this document

8.1 Enforcement

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

8.2 Consequences of breach

If the 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.

9 General

9.1 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.

9.2 Counterparts

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

9.3 Amendments

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

10 Notice

10.1 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;
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient; or

10.2 When is notice given

A notice, consent or communication given under clause 10.1(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 fax or 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. |

10.3 Address for notices

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

| | |
|----------------------|---|
| Name | SOCO Corporation Ltd |
| Attention | Company Secretary |
| Address | 207 Logan Road, Woolloongabba, QLD 4102 |
| Email address | steve.parks@soco.com.au |

| | |
|----------------------|--|
| Name | Castelfrentano Pty Ltd as trustee for the 2Life Family Trust |
| Attention | Carlo Liviani |
| Address | 15 Stoneleigh Street, Red Hill, Queensland 4059 |
| Email address | carlo.liviani@soco.com.au |

Schedule


Particulars (clause 1)

| | | |
|---|---|---|
| 1 | Holder | Castelfrentano Pty Ltd ACN 101 092 442 as trustee for the 2Life Family Trust 15 Stoneleigh Street, Red Hill, Queensland 4059 |
| 2 | Restricted Period (the period during which the Securities are restricted) | For the 12-month period from the date of the official quotation of securities on the Company's admission to listing on the ASX. |
| 3 | Particulars of Securities | 20,000,000 fully paid ordinary shares and any Founder Securities acquired by the Holder between the date of this document and the expiry of the Restriction Period. |
| 4 | Founder Securities | The 100,000,000 fully paid ordinary shares in the capital of the Company on issue and held by the following persons at the date of this document: (a) 20,000,000 fully paid ordinary shares held by Rock Family Pty Ltd ACN 619 969 783 as trustee for the Rock Family Trust; (b) 20,000,000 fully paid ordinary shares held by Beostemis Pty Ltd ACN 634 150 780 as trustee for the Simovic Family Trust; (c) 20,000,000 fully paid ordinary shares held by the Holder; (d) 20,000,000 fully paid ordinary shares held by Seanrica Pty Ltd ACN 634 150 557 as trustee for the Rizzo Family Trust; and (e) 20,000,000 fully paid ordinary shares held by Ulin Holdings Pty Ltd ACN 159 913 612 as trustee for the Raju-Sanderson Family Trust. |
| 5 | Permitted Transferee | (a) Carlo Federico Liviani. (b) Anand Kumar Raju. (c) Sebastian Anthony Rizzo. (d) Thomas John Rock. (e) Stevan Simovic. (f) Thomas Stianos. (g) Khatiza Brown. |


Execution

EXECUTED as a deed

Signed sealed and delivered
by SOCO Corporation Ltd ACN 660 362 201 by:



Khatiza Brown (Nov 15, 2022 13:31 GMT+8)
▲ Director

Khatiza Brown
▲ Full name of Director


Thomas Stianos (Nov 15, 2022 16:29 GMT+11)
▲ Director

Thomas Stianos
▲ Full name of Director

Signed sealed and delivered
by Castelfrentano Pty Ltd ACN 101 092 442 as
trustee for the 2Life Family Trust by:


Carlo Federico Liviani (Nov 15, 2022 17:31 GMT+10)
▲ Signature of Carlo Federico Liviani who
signs in the capacity of sole secretary and
sole director

Voluntary restriction deed

SOCO Corporation Ltd ACN 660 362 201

The parties listed in item 1 of the Schedule

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Voluntary restriction deed

Dated 15 November 2022

Parties

| | |
|----------------|--|
| Company | SOCO Corporation Ltd ACN 660 362 201 of 207 Logan Road, Woolloongabba, QLD 4102 |
| Holder | The party listed in item 1 of the Schedule of the address listed in item 1 of the Schedule |

Background

- A The Company has issued securities to the Holder.
- B The Holder holds the securities as set out in this document.
- C The Holder has 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 |
|------------------|---|
| Affiliate | where the party to whom the reference relates is an individual, means: <ul style="list-style-type: none">(a) the spouse or de facto spouse of the party;(b) an entity (such as a natural person, body corporate, partnership or trust) controlled (within the meaning of section 50AA Corporations Act) by the party or by an individual referred to in paragraph (a) above;(c) a body corporate in which the party or a person referred to in paragraph (a) above owns or holds in the aggregate more than 20% of the voting shares (as defined in the Corporations Act); or |

| Term | Definition |
|-------------------------------------|---|
| | <p>(d) a trust of which the party or any person referred to in paragraph (a) above:</p> <p>(i) is a primary beneficiary of the trust (as named in or within the meaning set out in the deed for the trust);</p> <p>(ii) is a member of the trust (where the trust is a self managed superannuation fund for the purpose of the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth));</p> <p>(iii) has received 50% or more of the distributions made from that trust in the three years before the date of the proposed event or transaction being considered; or</p> <p>(iv) is the responsible entity, trustee, manager or investment adviser of the trust.</p> |
| ASX | means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires). |
| Bidder | has the meaning given to that term in the Corporations Act. |
| Business Day | 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. |
| Corporations Act | means <i>Corporations Act 2001</i> (Cth). |
| Founder Securities | has the meaning given in item 4 of the Schedule. |
| Listing Rules | 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. |
| Offer | has the meaning set out in clause 6.1. |
| Permitted Transferee | <p>means:</p> <p>(a) a person named in item 5 of the Schedule; and</p> <p>(b) an Affiliate of a person named in item 5 of the Schedule.</p> |
| Pre-Bid Acceptance Agreement | has the meaning set out in clause 6.1. |
| Restricted Period | means the period set out in item 2 of the Schedule. |
| Securities | means the securities held by the Holder set out in item 3 of the Schedule. |
| Takeover Bid | 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 Holder's activity during Restricted Period

Subject to clauses 3, 4, 5 and 6, during the Restricted Period the Holder 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 sub-register, the Holder agrees to the application of a holding lock to the Securities.

3 Permitted Transferee

3.1 Transfer to Permitted Transferee

The Holder may sell, transfer, or otherwise dispose of, or agree or offer to sell, transfer or otherwise dispose of, the Securities to a Permitted Transferee.

3.2 Permitted Transferee to sign voluntary restriction deed

Prior to completion of any transaction contemplated under clause 3.1, the Permitted Transferee must enter into a deed with the Company in the same form as this document in respect of any Securities acquired from the Holder (if not already party to a similar deed with the Company).

3.3 Release for transfer to Permitted Transferee

Subject to the Permitted Transferee and the Company having complied with clause 3.2, the Company must release all or any part of the Securities from the restrictions in clause 2 to permit any transfer of Securities contemplated under clause 3.1.

3.4 Return of holding lock

If a transaction contemplated under clause 3.1 does not complete and for which holding locks on the Securities were released, the Holder and the Company agree for holding locks on the Securities to be reapplied.

4 Takeover Bid

4.1 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 Holder 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.

4.2 Return of holding lock

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

5 Merger

5.1 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 Holder 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.

5.2 Return of holding lock

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

6 Pre-bid Acceptance Agreements

6.1 Entry into Pre-bid Acceptance Agreements

The Holder may enter into, and perform its obligations under, an agreement with a potential Bidder under which each of the Holder 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 the 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 Holder accepts 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.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, 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 Holder to comply with its obligations to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Warranties

7.1 Holder's warranties

The Holder 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.

7.2 Breach of warranties

A breach of the warranties in clause 7.1 is a breach of this document.

8 Consequences of breaching this document

8.1 Enforcement

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

8.2 Consequences of breach

If the 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.

9 General

9.1 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.

9.2 Counterparts

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

9.3 Amendments

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

10 Notice

10.1 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;
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient; or

10.2 When is notice given

A notice, consent or communication given under clause 10.1(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 fax or 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. |

10.3 Address for notices

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

| | |
|----------------------|---|
| Name | SOCO Corporation Ltd |
| Attention | Company Secretary |
| Address | 207 Logan Road, Woolloongabba, QLD 4102 |
| Email address | steve.parks@soco.com.au |

| | |
|----------------------|--|
| Name | Ulin Holdings Pty Ltd as trustee for the Raju-Sanderson Family Trust |
| Attention | Anand Raju |
| Address | 91 Coopers Camp Road, Bardon, Queensland 4065 |
| Email address | arnie.raju@soco.com.au |

Schedule

Particulars (clause 1)

| | | |
|---|---|---|
| 1 | Holder | Ulin Holdings Pty Ltd ACN 159 913 612 as trustee for the Raju-Sanderson Family Trust 91 Coopers Camp Road, Bardon, Queensland 4065 |
| 2 | Restricted Period (the period during which the Securities are restricted) | For the 12-month period from the date of the official quotation of securities on the Company's admission to listing on the ASX. |
| 3 | Particulars of Securities | 20,000,000 fully paid ordinary shares and any Founder Securities acquired by the Holder between the date of this document and the expiry of the Restriction Period. |
| 4 | Founder Securities | The 100,000,000 fully paid ordinary shares in the capital of the Company on issue and held by the following persons at the date of this document: (a) 20,000,000 fully paid ordinary shares held by Rock Family Pty Ltd ACN 619 969 783 as trustee for the Rock Family Trust; (b) 20,000,000 fully paid ordinary shares held by Beostemis Pty Ltd ACN 634 150 780 as trustee for the Simovic Family Trust; (c) 20,000,000 fully paid ordinary shares held by Castelfrentano Pty Ltd ACN 101 092 442 as trustee for the 2Life Family Trust; (d) 20,000,000 fully paid ordinary shares held by Seanrica Pty Ltd ACN 634 150 557 as trustee for the Rizzo Family Trust; and (e) 20,000,000 fully paid ordinary shares held by the Holder. |
| 5 | Permitted Transferee | (a) Carlo Federico Liviani. (b) Anand Kumar Raju. (c) Sebastian Anthony Rizzo. (d) Thomas John Rock. (e) Stevan Simovic. (f) Thomas Stianos. (g) Khatiza Brown. |

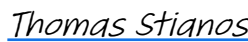
Execution

EXECUTED as a deed

Signed sealed and delivered
by SOCO Corporation Ltd ACN 660 362 201 by:



Khatiza Brown (Nov 15, 2022 13:33 GMT+8)
▲ Director

Khatiza Brown
▲ Full name of Director


Thomas Stianos (Nov 15, 2022 16:34 GMT+11)
▲ Director

Thomas Stianos
▲ Full name of Director

Signed sealed and delivered
by Ulin Holdings Pty Ltd ACN 159 913 612 as
trustee for the Raju-Sanderson Family Trust by:


Anand Kumar Raju (Nov 15, 2022 15:05 GMT+10)
▲ Signature of Anand Kumar Raju who signs
in the capacity of sole secretary and sole
director