

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Redox Limited (Redox)

ACN/ARSN 000 762 345

1. Details of substantial holder (1)

Name Redox Limited

ACN/ARSN (if applicable) 000 762 345

The holder became a substantial holder on 5 July 2023

2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary shares	367,453,344	367,453,344	69.98%

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
Redox Limited	Restrictions on the disposal of securities which are subject to the voluntary escrow deeds as set out in Annexure B. The voluntary escrow arrangements disclosed in the replacement prospectus issued by Redox and Redox Group Limited ACN 650 345 332 (SaleCo) dated 21 June 2023 (Prospectus) give Redox a deemed relevant interest in its own shares under section 608(1)(c) Corporations Act (see Annexure A). Redox has no right to acquire these shares or to control the voting rights attaching to these shares.	367,343,192 ordinary shares
Redox Limited	Restriction on disposal of securities issued pursuant to the Employee Gift Offer, as set out in the Prospectus.	110,152 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
Redox Limited	Those holders in Annexure A	Those holders in Annexure A	367,343,192 ordinary shares

Redox Limited	Employees of Redox Limited	Employees of Redox Limited	110,152 ordinary shares
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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	
Redox Limited	N/A – no acquisition of Shares was made within the last four months	N/A	N/A	367,343,192 ordinary shares
Redox Limited	5 July 2023	N/A	Employee Gift Offer shares were issued for nil consideration	110,152 ordinary shares

6. Associates

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

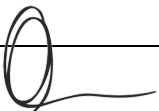
Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

7. Addresses

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

Name	Address
Redox Limited	2 Swettenham Road Minto NSW 2566

Signature

print name **Raimond Coneliano** capacity **CEO/Managing Director**
 sign here  date **05 / 07 / 2023**

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

LIST OF ESCROWED SHAREHOLDERS

This is Annexure A of 1 page referred to in Form 603 (Notice of initial substantial shareholder) given by Redox Limited.

Signature

print name	Raimond Coneliano	capacity	CEO/Managing Director
sign here		date	05 / 07 / 2023

Escrowed Shareholder	Address
Raimond Coneliano	c/- 2 Swettenham Road Minto NSW 2566
Renato Coneliano	c/- 2 Swettenham Road Minto NSW 2566
Catherine Coneliano	c/- 2 Swettenham Road Minto NSW 2566
Robert Coneliano	c/- 2 Swettenham Road Minto NSW 2566
Bedriye Coneliano	c/- 2 Swettenham Road Minto NSW 2566
Richard Coneliano	c/- 2 Swettenham Road Minto NSW 2566
Judith Coneliano	c/- 2 Swettenham Road Minto NSW 2566
Cassandra Shoukry	c/- 2 Swettenham Road Minto NSW 2566
Kenneth Perrins	c/- 2 Swettenham Road Minto NSW 2566
Malcolm Perrins	c/- 2 Swettenham Road Minto NSW 2566
Estate of Silvia Coneliano	c/- 2 Swettenham Road Minto NSW 2566
Shaun Gaida	c/- 2 Swettenham Road Minto NSW 2566
Peta-Lee Gaida	c/- 2 Swettenham Road Minto NSW 2566
Claudia Walters	c/- 2 Swettenham Road Minto NSW 2566
Christopher Perrins	c/- 2 Swettenham Road Minto NSW 2566
David Xaric Vannucci	c/- 2 Swettenham Road Minto NSW 2566

ANNEXURE B

VOLUNTARY ESCROW DEEDS

This is Annexure B of 201 pages referred to in Form 603 (Notice of initial substantial shareholder) given by Redox Limited.

Signature

print name	Raimond Coneliano	capacity	CEO/Managing Director
sign here		date	05 / 07 / 2023



HERBERT
SMITH
FREEHILLS

Deed

Voluntary escrow deed

Catherine Coneliano

Redox Limited



Contents

Table of contents

1	Definitions and interpretation	1
	1.1 Definitions	1
	1.2 Interpretation	3
2	Escrow	4
	2.1 Holder restrictions during Escrow Period	4
	2.2 Escrow restrictions	4
	2.3 Exceptions	4
	2.4 Notice	5
3	Termination	5
4	Warranties and acknowledgment	5
	4.1 Giving of warranties	5
	4.2 Warranties	5
	4.3 Acknowledgment.....	6
	4.4 Survival of representations and warranties	6
5	Consequences of breaching this deed	6
6	Amendment	7
7	General	7
	7.1 Governing law and jurisdiction	7
	7.2 Counterparts	7
	7.3 Further assurances	7
	7.4 Notices	7
	7.5 Time of Essence	7
	Details	8
	Signing page	9



Voluntary escrow deed

Date ▶ 2023

Between the parties

Company **Redox Limited**
ACN 000 762 345 of 2 Swettenham Road Minto NSW 2566

Holder Catherine Coneliano
of [REDACTED]

This deed witnesses as follows:



1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Allotment Date	the date Shares are issued and transferred pursuant to the Prospectus.
ASIC	means the Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
ASX Settlement	means ASX Settlement Pty Ltd (ABN 49 008 504 532).
Business Day	a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Dealing	<p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none">• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share. <p>Deal and Dealt each have a corresponding meaning.</p>



Term	Meaning
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period set out in Item 2 of Schedule 1.
Governmental Agency	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Holding Lock	has the meaning in Section 2 of the Settlement Operating Rules.
Issuer Sponsored Subregister	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
Listing Rules	the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).
Prospectus	means the final prospectus issued by the Company and SaleCo lodged with ASIC.
Restricted Shares	<ol style="list-style-type: none">1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus; and2 any securities in the Company attaching to or arising out of those Shares.
SaleCo	Redox Group Limited (ACN 650 345 332).



Term	Meaning
Security Interest	<p>an interest or power:</p> <ol style="list-style-type: none">reserved in or over an interest in any securities including, but not limited to, any retention of title;created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, andany agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.
Settlement Operating Rules	<p>means the operating rules of ASX Settlement.</p>
Share	<p>a share in the Company.</p>
Voluntary Escrow Deed	<p>a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.</p>

1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- the singular includes the plural and vice versa;
- a reference to a party includes its successors, personal representatives and transferees;
- words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- the schedules form part of this deed.

2 Escrow

2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
 - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
 - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
 - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
 - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the actual or potential Dealing or the matters giving rise to the actual or potential Dealing, providing full details.

3 Termination

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

4 Warranties and acknowledgment

4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

- (a) the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:



- (1) any applicable law, regulation or authorisation;
 - (2) its constitution or other constituent documents; or
 - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

5 Consequences of breaching this deed

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
- (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
 - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



6 Amendment

This deed may not be amended without the prior written consent of the parties.

7 General

7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

7.2 Counterparts

This deed may be executed in any number of counterparts.

7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
 - (1) when the sender receives an automated message confirming delivery; or
 - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

7.5 Time of Essence

Time is of the essence to this deed.



Schedule 1

Details

Item 1 Holder Catherine Coneliano

Holder address [REDACTED]

Holder email [REDACTED]

Item 2 Escrow Period The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2025 are released to ASX.

Signing page

Executed as a deed

Each person who executes this deed on behalf of a power under a power of attorney declares that they are not aware of any fact or circumstance that might affect their authority to do so under that power of attorney.

Company

Signed sealed and delivered by
Redox Limited
by



Holder

Signed sealed and delivered by





HERBERT
SMITH
FREEHILLS

Deed

Voluntary escrow deed

Kenneth Perrins

Redox Limited



Contents

Table of contents

1	Definitions and interpretation	1
	1.1 Definitions	1
	1.2 Interpretation	3
2	Escrow	4
	2.1 Holder restrictions during Escrow Period	4
	2.2 Escrow restrictions	4
	2.3 Exceptions	4
	2.4 Notice	5
3	Termination	5
4	Warranties and acknowledgment	5
	4.1 Giving of warranties	5
	4.2 Warranties	5
	4.3 Acknowledgment	6
	4.4 Survival of representations and warranties	6
5	Consequences of breaching this deed	6
6	Amendment	7
7	General	7
	7.1 Governing law and jurisdiction	7
	7.2 Counterparts	7
	7.3 Further assurances	7
	7.4 Notices	7
	7.5 Time of Essence	7
	Details	8
	Signing page	9



Voluntary escrow deed

Date ▶ 2 May 2023

Between the parties

Company **Redox Limited**
ACN 000 762 345 of 3 Swettenham Road Minto NSW 2566

Holder Kenneth Perrins
of [REDACTED]

This deed witnesses as follows:



1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Allotment Date	the date Shares are issued and transferred pursuant to the Prospectus.
ASIC	means the Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
ASX Settlement	means ASX Settlement Pty Ltd (ABN 49 008 504 532).
Business Day	a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Dealing	<p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none">• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share. <p>Deal and Dealt each have a corresponding meaning.</p>



Term	Meaning
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period set out in Item 2 of Schedule 1.
Governmental Agency	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Holding Lock	has the meaning in Section 2 of the Settlement Operating Rules.
Issuer Sponsored Subregister	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
Listing Rules	the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).
Prospectus	means the prospectus to be issued by the Company and SaleCo lodged with ASIC on that date.
Restricted Shares	<ol style="list-style-type: none">1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus;2 any Shares in the Company transferred to the Holder following the grant of probate in connection with the estate of Silvia Coneliano; and3 any securities in the Company attaching to or arising out of those Shares.



Term	Meaning
SaleCo	Redox Group Limited ACN (ACN 650 345 332).
Security Interest	<p>an interest or power:</p> <ol style="list-style-type: none">reserved in or over an interest in any securities including, but not limited to, any retention of title;created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, andany agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.
Settlement Operating Rules	means the operating rules of ASX Settlement.
Share	a share in the Company.
Voluntary Escrow Deed	a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.

1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- the singular includes the plural and vice versa;
- a reference to a party includes its successors, personal representatives and transferees;
- words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- the schedules form part of this deed.

2 Escrow

2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
 - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
 - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
 - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
 - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the actual or potential Dealing or the matters giving rise to the actual or potential Dealing, providing full details.

3 Termination

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

4 Warranties and acknowledgment

4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

- (a) the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of.



- (1) any applicable law, regulation or authorisation;
 - (2) its constitution or other constituent documents; or
 - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

5 Consequences of breaching this deed

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
- (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
 - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



6 Amendment

This deed may not be amended without the prior written consent of the parties.

7 General

7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

7.2 Counterparts

This deed may be executed in any number of counterparts.

7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
 - (1) when the sender receives an automated message confirming delivery; or
 - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

7.5 Time of Essence

Time is of the essence to this deed.



Schedule 1

Details

Item 1	Holder	Kenneth Perrins
	Holder address	[REDACTED]
	Holder email	[REDACTED]
Item 2	Escrow Period	The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2025 are released to ASX.

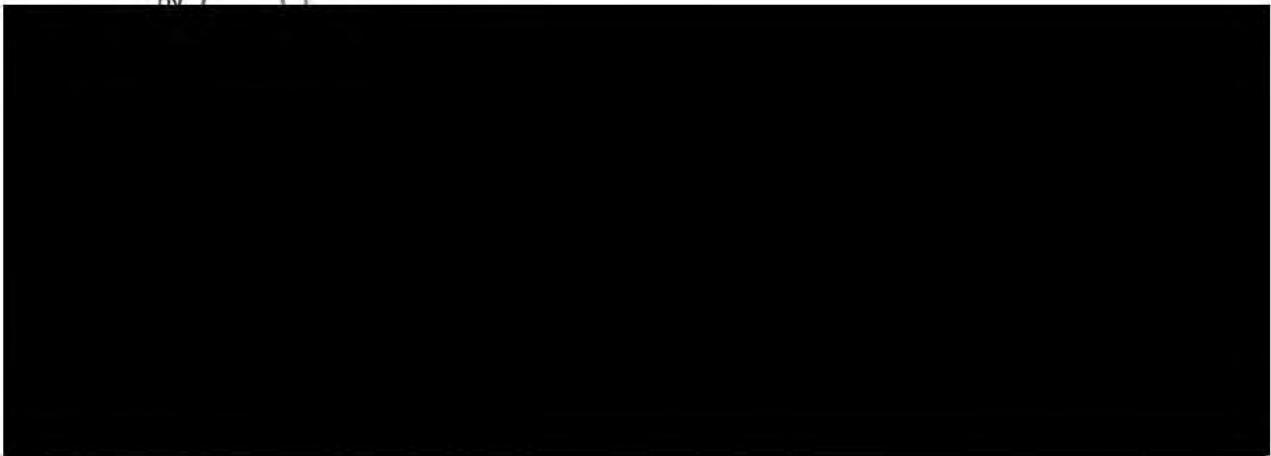


Signing page

Executed as a deed

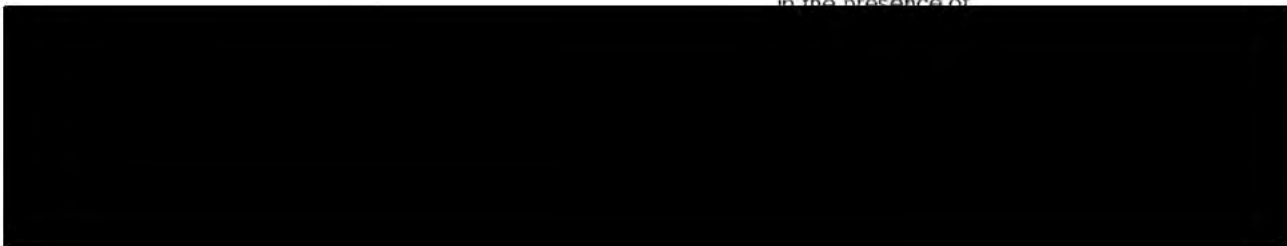
Company

Signed sealed and delivered by
Redox Limited
by



Holder

Signed sealed and delivered by _____
in the presence of _____





HERBERT
SMITH
FREEHILLS

Deed

Voluntary escrow deed

Anna Perrins

Redox Limited



Contents

Table of contents

1	Definitions and interpretation	1
	1.1 Definitions	1
	1.2 Interpretation	3
2	Escrow	4
	2.1 Holder restrictions during Escrow Period	4
	2.2 Escrow restrictions	4
	2.3 Exceptions	4
	2.4 Notice	5
3	Termination	5
4	Warranties and acknowledgment	5
	4.1 Giving of warranties	5
	4.2 Warranties	5
	4.3 Acknowledgment	6
	4.4 Survival of representations and warranties	6
5	Consequences of breaching this deed	6
6	Amendment	7
7	General	7
	7.1 Governing law and jurisdiction	7
	7.2 Counterparts	7
	7.3 Further assurances	7
	7.4 Notices	7
	7.5 Time of Essence	Error! Bookmark not defined.
	Details	8
	Signing page	9



Voluntary escrow deed

Date ▶ 8th March 2023

Between the parties

Company **Redox Limited**
ACN 000 762 345 of 2 Swettenham Road Minto NSW 2566

Holder Anna Perrins
[REDACTED]

This deed witnesses as follows:



1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Allotment Date	the date Shares are issued and transferred pursuant to the Prospectus.
ASIC	means the Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
ASX Settlement	means ASX Settlement Pty Ltd (ABN 49 008 504 532).
Business Day	a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Dealing	<p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none">• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share. <p>Deal and Dealt each have a corresponding meaning.</p>



Term	Meaning
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period set out in Item 2 of Schedule 1.
Governmental Agency	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Holding Lock	has the meaning in Section 2 of the Settlement Operating Rules.
Issuer Sponsored Subregister	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
Listing Rules	the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).
Prospectus	means the final prospectus issued by the Company and SaleCo lodged with ASIC.
Restricted Shares	<ol style="list-style-type: none">1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus; and2 any securities in the Company attaching to or arising out of those Shares.
SaleCo	Redox Group Limited (ACN 650 345 332).



Term	Meaning
Security Interest	<p>an interest or power:</p> <ol style="list-style-type: none">1 reserved in or over an interest in any securities including, but not limited to, any retention of title;2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.
Settlement Operating Rules	<p>means the operating rules of ASX Settlement.</p>
Share	<p>a share in the Company.</p>
Voluntary Escrow Deed	<p>a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.</p>

1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- (e) references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- (f) the schedules form part of this deed.



2 Escrow

2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
 - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
 - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
 - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
 - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the actual or potential Dealing or the matters giving rise to the actual or potential Dealing, providing full details.

3 Termination

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

4 Warranties and acknowledgment

4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

- (a) the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:
 - (1) any applicable law, regulation or authorisation;

- (2) its constitution or other constituent documents; or
- (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

5 Consequences of breaching this deed

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
 - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
 - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



6 Amendment

This deed may not be amended without the prior written consent of the parties.

7 General

7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

7.2 Counterparts

This deed may be executed in any number of counterparts.

7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
 - (1) when the sender receives an automated message confirming delivery; or
 - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

7.5 Time of Essence

Time is of the essence to this deed.



Schedule 1

Details

Item 1	Holder	Anna Perrins
	Holder address	[REDACTED]
	Holder email	[REDACTED]
Item 2	Escrow Period	The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2024 are released to ASX.



Signing page

Executed as a deed

Each person who executes this deed on behalf of a power under a power of attorney declares that they are not aware of any fact or circumstance that might affect their authority to do so under that power of attorney.

Company

Signed sealed and delivered by
Redox Limited



Holder

Signed sealed and delivered for
Anna Perrins
by their attorney

in the presence of





HERBERT
SMITH
FREEHILLS

Deed

Voluntary escrow deed

Cassandra Shoukry

Redox Limited



Contents

Table of contents

1	Definitions and interpretation	1
	1.1 Definitions	1
	1.2 Interpretation	3
2	Escrow	4
	2.1 Holder restrictions during Escrow Period	4
	2.2 Escrow restrictions	4
	2.3 Exceptions	4
	2.4 Notice	5
3	Termination	5
4	Warranties and acknowledgment	5
	4.1 Giving of warranties	5
	4.2 Warranties	5
	4.3 Acknowledgment	6
	4.4 Survival of representations and warranties	6
5	Consequences of breaching this deed	6
6	Amendment	7
7	General	7
	7.1 Governing law and jurisdiction	7
	7.2 Counterparts	7
	7.3 Further assurances	7
	7.4 Notices	7
	7.5 Time of Essence	7
	Details	8
	Signing page	9



Voluntary escrow deed

Date ▶ 2 May 2023

Between the parties

Company **Redox Limited**
ACN 000 762 345 of 3 Swettenham Road Minto NSW 2566

Holder Cassandra Shoukry
of [REDACTED]

This deed witnesses as follows:



1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Allotment Date	the date Shares are issued and transferred pursuant to the Prospectus.
ASIC	means the Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
ASX Settlement	means ASX Settlement Pty Ltd (ABN 49 008 504 532).
Business Day	a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.
Corporations Act	<i>Corporations Act 2001 (Cth)</i> .
Dealing	<p>in respect of any Restricted Share, means to directly or indirectly</p> <ul style="list-style-type: none">• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share. <p>Deal and Dealt each have a corresponding meaning</p>

Term	Meaning
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period set out in Item 2 of Schedule 1.
Governmental Agency	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Holding Lock	has the meaning in Section 2 of the Settlement Operating Rules.
Issuer Sponsored Subregister	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
Listing Rules	the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).
Prospectus	means the prospectus to be issued by the Company and SaleCo lodged with ASIC on that date.
Restricted Shares	<ol style="list-style-type: none"> 1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus; 2 any Shares in the Company transferred to the Holder following the grant of probate in connection with the estate of Silvia Coneliano; and 3 any securities in the Company attaching to or arising out of those Shares.



Term	Meaning
SaleCo	Redox Group Limited ACN (ACN 650 345 332).
Security Interest	an interest or power: <ol style="list-style-type: none">reserved in or over an interest in any securities including, but not limited to, any retention of title;created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, andany agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.
Settlement Operating Rules	means the operating rules of ASX Settlement
Share	a share in the Company.
Voluntary Escrow Deed	a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.

1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- the singular includes the plural and vice versa;
- a reference to a party includes its successors, personal representatives and transferees;
- words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- the schedules form part of this deed.

2 Escrow

2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
 - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
 - (2) in full at the conclusion of the Escrow Period,

including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
 - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
 - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the actual or potential Dealing or the matters giving rise to the actual or potential Dealing, providing full details.

3 Termination

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

4 Warranties and acknowledgment

4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

- (a) the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:



- (1) any applicable law, regulation or authorisation;
 - (2) its constitution or other constituent documents; or
 - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

5 Consequences of breaching this deed

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
- (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
 - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



6 Amendment

This deed may not be amended without the prior written consent of the parties.

7 General

7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

7.2 Counterparts

This deed may be executed in any number of counterparts.

7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
 - (1) when the sender receives an automated message confirming delivery; or
 - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

7.5 Time of Essence

Time is of the essence to this deed.



Schedule 1

Details

Item 1 Holder Cassandra Shoukry

Holder address [REDACTED]

Holder email [REDACTED]

Item 2 Escrow Period The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2025 are released to ASX.



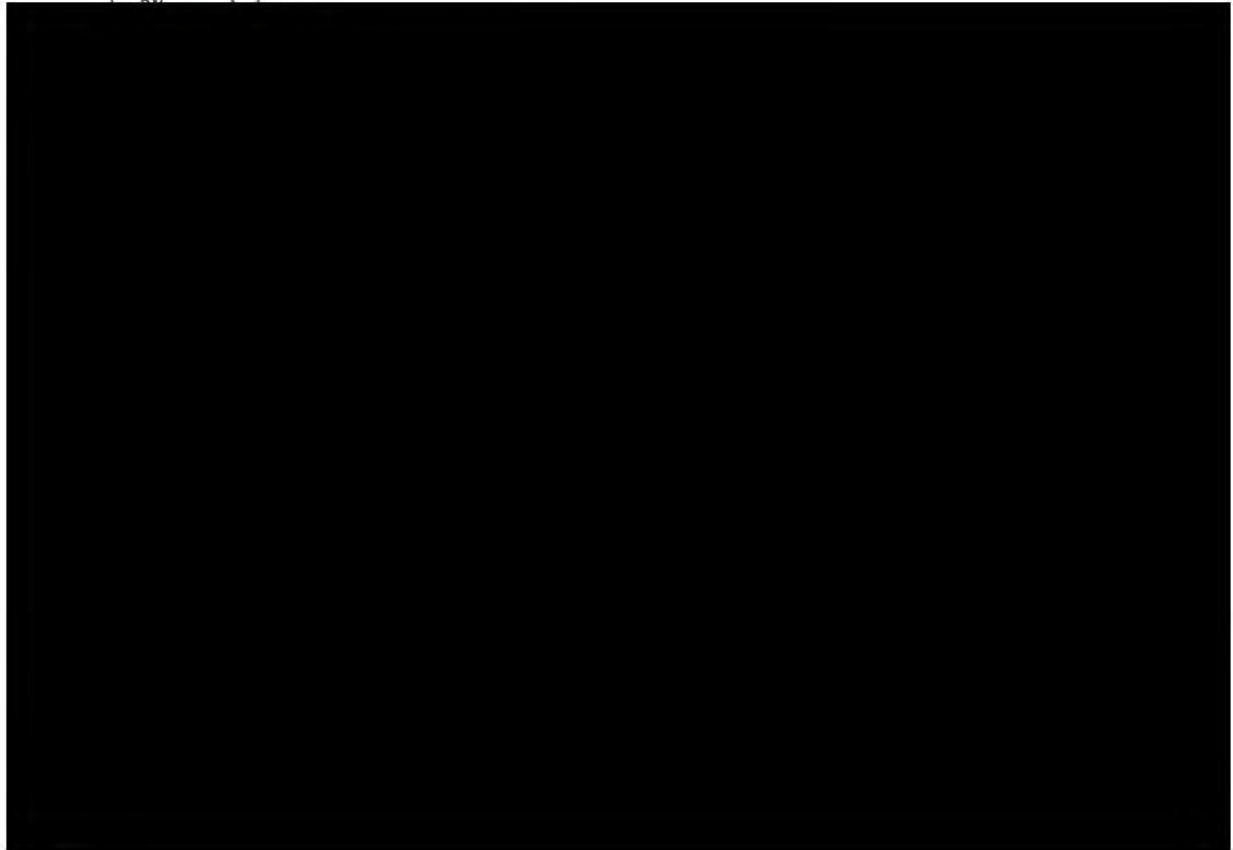
HERBERT
SMITH
FREEHILLS

Signing page

Executed as a deed

Company

Signed sealed and delivered by
Redox Limited





HERBERT
SMITH
FREEHILLS

Deed

Voluntary escrow deed

Christopher Perrins

Redox Limited



Contents

Table of contents

1	Definitions and interpretation	1
	1.1 Definitions	1
	1.2 Interpretation	3
2	Escrow	4
	2.1 Holder restrictions during Escrow Period	4
	2.2 Escrow restrictions	4
	2.3 Exceptions	4
	2.4 Notice	5
3	Termination	5
4	Warranties and acknowledgment	5
	4.1 Giving of warranties	5
	4.2 Warranties	5
	4.3 Acknowledgment	6
	4.4 Survival of representations and warranties	6
5	Consequences of breaching this deed	6
6	Amendment	7
7	General	7
	7.1 Governing law and jurisdiction	7
	7.2 Counterparts	7
	7.3 Further assurances	7
	7.4 Notices	7
	7.5 Time of Essence	7
	Details	8
	Signing page	9



Voluntary escrow deed

Date ▶ 2 May 2023

Between the parties

Company **Redox Limited**
ACN 000 762 345 of 3 Swettenham Road Minto NSW 2566

Holder Christopher Perrins
of [REDACTED]

This deed witnesses as follows:



1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Allotment Date	the date Shares are issued and transferred pursuant to the Prospectus.
ASIC	means the Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
ASX Settlement	means ASX Settlement Pty Ltd (ABN 49 008 504 532).
Business Day	a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.
Corporations Act	<i>Corporations Act 2001 (Cth)</i> .
Dealing	<p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none">• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share. <p>Deal and Dealt each have a corresponding meaning.</p>



Term	Meaning
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period set out in Item 2 of Schedule 1.
Governmental Agency	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Holding Lock	has the meaning in Section 2 of the Settlement Operating Rules.
Issuer Sponsored Subregister	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
Listing Rules	the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).
Prospectus	means the prospectus to be issued by the Company and SaleCo lodged with ASIC on that date.
Restricted Shares	<ol style="list-style-type: none">1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus;2 any Shares in the Company transferred to the Holder following the grant of probate in connection with the estate of Silvia Coneliano; and3 any securities in the Company attaching to or arising out of those Shares.



Term	Meaning
SaleCo	Redox Group Limited ACN (ACN 650 345 332).
Security Interest	an interest or power: <ol style="list-style-type: none">reserved in or over an interest in any securities including, but not limited to, any retention of title;created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, andany agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.
Settlement Operating Rules	means the operating rules of ASX Settlement.
Share	a share in the Company.
Voluntary Escrow Deed	a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.

1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- the singular includes the plural and vice versa;
- a reference to a party includes its successors, personal representatives and transferees;
- words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- the schedules form part of this deed.

2 Escrow

2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
 - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
 - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
 - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
 - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the actual or potential Dealing or the matters giving rise to the actual or potential Dealing, providing full details.

3 Termination

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

4 Warranties and acknowledgment

4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

- (a) the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:



- (1) any applicable law, regulation or authorisation;
 - (2) its constitution or other constituent documents; or
 - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

5 Consequences of breaching this deed

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
- (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
 - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



6 Amendment

This deed may not be amended without the prior written consent of the parties.

7 General

7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

7.2 Counterparts

This deed may be executed in any number of counterparts.

7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
 - (1) when the sender receives an automated message confirming delivery; or
 - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

7.5 Time of Essence

Time is of the essence to this deed.



Schedule 1

Details

Item 1 Holder Christopher Perrins

Holder address [REDACTED]

Holder email [REDACTED]

Item 2 Escrow Period The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2025 are released to ASX.

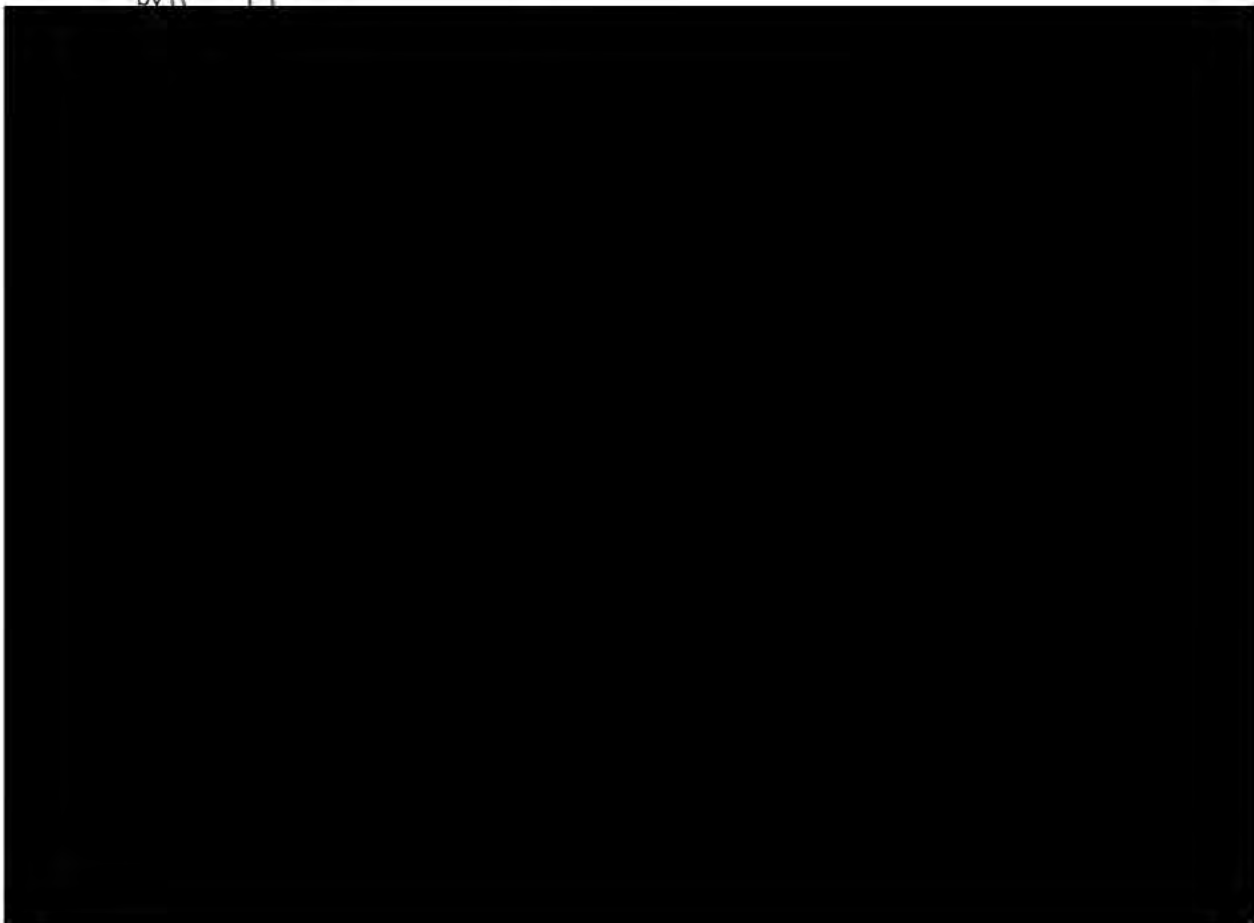


Signing page

Executed as a deed

Company

Signed sealed and delivered by
Redox Limited
by





HERBERT
SMITH
FREEHILLS

Deed

Voluntary escrow deed

Claudia Walters

Redox Limited



Contents

Table of contents

1	Definitions and interpretation	1
	1.1 Definitions	1
	1.2 Interpretation	3
2	Escrow	4
	2.1 Holder restrictions during Escrow Period	4
	2.2 Escrow restrictions	4
	2.3 Exceptions	4
	2.4 Notice	5
3	Termination	5
4	Warranties and acknowledgment	5
	4.1 Giving of warranties	5
	4.2 Warranties	5
	4.3 Acknowledgment	6
	4.4 Survival of representations and warranties	6
5	Consequences of breaching this deed	6
6	Amendment	7
7	General	7
	7.1 Governing law and jurisdiction	7
	7.2 Counterparts	7
	7.3 Further assurances	7
	7.4 Notices	7
	7.5 Time of Essence	7
	Details	8
	Signing page	9



Voluntary escrow deed

Date ▶ 8th March 2023

Between the parties

Company **Redox Limited**
ACN 000 762 345 of 2 Swettenham Road Minto NSW 2566

Holder Claudia Walters


This deed witnesses as follows:



1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Allotment Date	the date Shares are issued and transferred pursuant to the Prospectus.
ASIC	means the Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
ASX Settlement	means ASX Settlement Pty Ltd (ABN 49 008 504 532).
Business Day	a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Dealing	<p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none">• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share. <p>Deal and Dealt each have a corresponding meaning.</p>



Term	Meaning
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period set out in Item 2 of Schedule 1.
Governmental Agency	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Holding Lock	has the meaning in Section 2 of the Settlement Operating Rules.
Issuer Sponsored Subregister	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
Listing Rules	the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).
Prospectus	means the final prospectus issued by the Company and SaleCo lodged with ASIC.
Restricted Shares	<ol style="list-style-type: none">1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus; and2 any securities in the Company attaching to or arising out of those Shares.
SaleCo	Redox Group Limited (ACN 650 345 332).



Term	Meaning
Security Interest	<p>an interest or power:</p> <ol style="list-style-type: none">reserved in or over an interest in any securities including, but not limited to, any retention of title;created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, andany agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.
Settlement Operating Rules	means the operating rules of ASX Settlement.
Share	a share in the Company.
Voluntary Escrow Deed	a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.

1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- the singular includes the plural and vice versa;
- a reference to a party includes its successors, personal representatives and transferees;
- words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- the schedules form part of this deed.



2 Escrow

2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
 - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
 - (2) in full at the conclusion of the Escrow Period,

including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
 - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
 - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the actual or potential Dealing or the matters giving rise to the actual or potential Dealing, providing full details.

3 Termination

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

4 Warranties and acknowledgment

4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

- (a) the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:



- (1) any applicable law, regulation or authorisation;
 - (2) its constitution or other constituent documents; or
 - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

5 Consequences of breaching this deed

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
- (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
 - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



6 Amendment

This deed may not be amended without the prior written consent of the parties.

7 General

7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

7.2 Counterparts

This deed may be executed in any number of counterparts.

7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
 - (1) when the sender receives an automated message confirming delivery; or
 - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

7.5 Time of Essence

Time is of the essence to this deed.



Schedule 1

Details

Item 1	Holder	Claudia Walters
	Holder address	[REDACTED]
	Holder email	[REDACTED]
Item 2	Escrow Period	The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2024 are released to ASX.



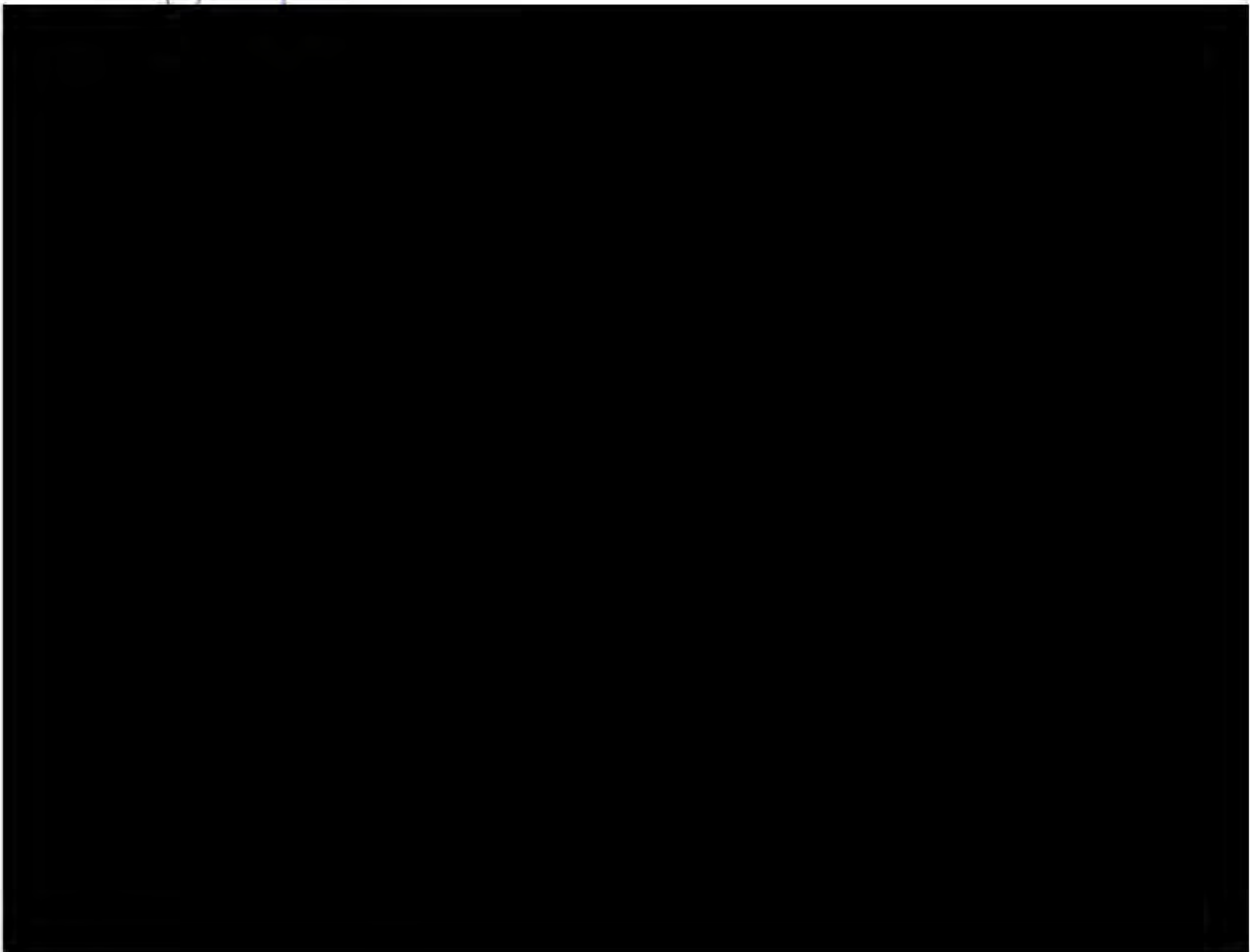
Signing page

Executed as a deed

Each person who executes this deed on behalf of a power under a power of attorney declares that they are not aware of any fact or circumstance that might affect their authority to do so under that power of attorney.

Company

Signed sealed and delivered by
Redox Limited
by





HERBERT
SMITH
FREEHILLS

Deed

Voluntary escrow deed

Judith Coneliano

Redox Limited



Contents

Table of contents

1	Definitions and interpretation	1
	1.1 Definitions	1
	1.2 Interpretation	3
2	Escrow	4
	2.1 Holder restrictions during Escrow Period	4
	2.2 Escrow restrictions	4
	2.3 Exceptions	4
	2.4 Notice	5
3	Termination	5
4	Warranties and acknowledgment	5
	4.1 Giving of warranties	5
	4.2 Warranties	5
	4.3 Acknowledgment	6
	4.4 Survival of representations and warranties	6
5	Consequences of breaching this deed	6
6	Amendment	7
7	General	7
	7.1 Governing law and jurisdiction	7
	7.2 Counterparts	7
	7.3 Further assurances	7
	7.4 Notices	7
	7.5 Time of Essence	7
	Details	8
	Signing page	9



Voluntary escrow deed

Date ► 8th March 2023

Between the parties

Company **Redox Limited**
ACN 000 762 345 of 2 Swettenham Road Minto NSW 2566

Holder Judith Coneliano


This deed witnesses as follows:



1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Allotment Date	the date Shares are issued and transferred pursuant to the Prospectus.
ASIC	means the Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
ASX Settlement	means ASX Settlement Pty Ltd (ABN 49 008 504 532).
Business Day	a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Dealing	<p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none">• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share. <p>Deal and Dealt each have a corresponding meaning.</p>



Term	Meaning
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period set out in Item 2 of Schedule 1.
Governmental Agency	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Holding Lock	has the meaning in Section 2 of the Settlement Operating Rules.
Issuer Sponsored Subregister	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
Listing Rules	the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).
Prospectus	means the final prospectus issued by the Company and SaleCo lodged with ASIC.
Restricted Shares	<ol style="list-style-type: none">1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus; and2 any securities in the Company attaching to or arising out of those Shares.
SaleCo	Redox Group Limited (ACN 650 345 332).



Term	Meaning
Security Interest	<p>an interest or power:</p> <ol style="list-style-type: none">reserved in or over an interest in any securities including, but not limited to, any retention of title;created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, andany agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.
Settlement Operating Rules	means the operating rules of ASX Settlement.
Share	a share in the Company.
Voluntary Escrow Deed	a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.

1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- the singular includes the plural and vice versa;
- a reference to a party includes its successors, personal representatives and transferees;
- words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- the schedules form part of this deed.



2 Escrow

2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
 - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
 - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
 - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
 - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (1) any applicable law, regulation or authorisation;
 - (2) its constitution or other constituent documents; or
 - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

5 Consequences of breaching this deed

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
- (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
 - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



6 Amendment

This deed may not be amended without the prior written consent of the parties.

7 General

7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

7.2 Counterparts

This deed may be executed in any number of counterparts.

7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
 - (1) when the sender receives an automated message confirming delivery; or
 - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

7.5 Time of Essence

Time is of the essence to this deed.



Schedule 1

Details

Item 1	Holder	Judith Coneliano
	Holder address	[REDACTED]
	Holder email	[REDACTED]
Item 2	Escrow Period	The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2024 are released to ASX.



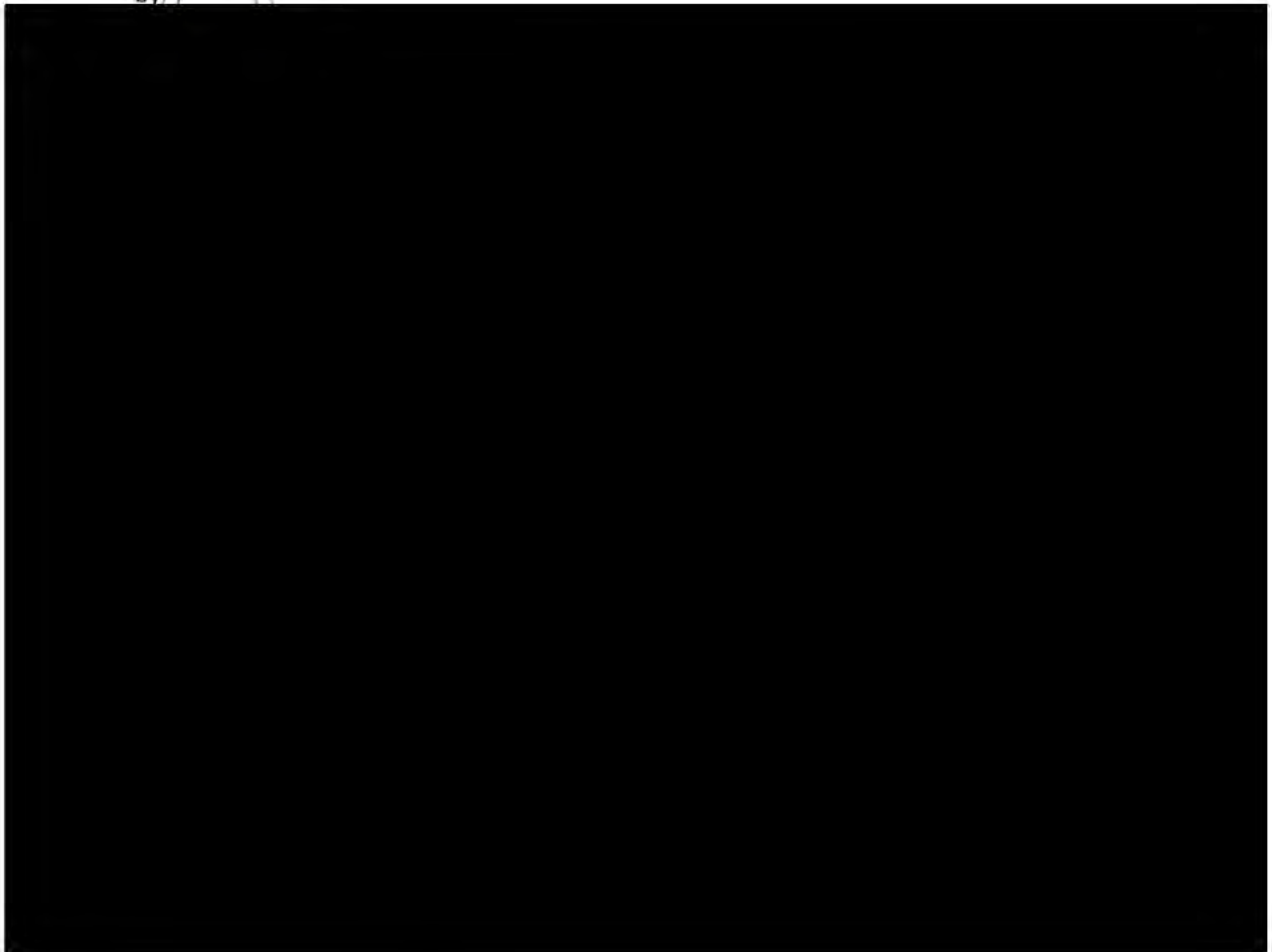
Signing page

Executed as a deed

Each person who executes this deed on behalf of a power under a power of attorney declares that they are not aware of any fact or circumstance that might affect their authority to do so under that power of attorney.

Company

Signed sealed and delivered by
Redox Limited
by





HERBERT
SMITH
FREEHILLS

Deed

Voluntary escrow deed

Peta-Lee Gaida

Redox Limited



Contents

Table of contents

1	Definitions and interpretation	1
	1.1 Definitions	1
	1.2 Interpretation	3
2	Escrow	4
	2.1 Holder restrictions during Escrow Period	4
	2.2 Escrow restrictions	4
	2.3 Exceptions	4
	2.4 Notice	5
3	Termination	5
4	Warranties and acknowledgment	5
	4.1 Giving of warranties	5
	4.2 Warranties	5
	4.3 Acknowledgment	6
	4.4 Survival of representations and warranties	6
5	Consequences of breaching this deed	6
6	Amendment	7
7	General	7
	7.1 Governing law and jurisdiction	7
	7.2 Counterparts	7
	7.3 Further assurances	7
	7.4 Notices	7
	7.5 Time of Essence	7
	Details	8
	Signing page	9



Voluntary escrow deed

Date ▶ 8th March 2023

Between the parties

Company **Redox Limited**
ACN 000 762 345 of 2 Swettenham Road Minto NSW 2566

Holder Peta- Lee Gaida


This deed witnesses as follows:



1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Allotment Date	the date Shares are issued and transferred pursuant to the Prospectus.
ASIC	means the Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
ASX Settlement	means ASX Settlement Pty Ltd (ABN 49 008 504 532).
Business Day	a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.
Corporations Act	<i>Corporations Act 2001 (Cth)</i> .
Dealing	<p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none">• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share. <p>Deal and Dealt each have a corresponding meaning.</p>



Term	Meaning
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period set out in Item 2 of Schedule 1.
Governmental Agency	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Holding Lock	has the meaning in Section 2 of the Settlement Operating Rules.
Issuer Sponsored Subregister	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
Listing Rules	the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).
Prospectus	means the final prospectus issued by the Company and SaleCo lodged with ASIC.
Restricted Shares	<ol style="list-style-type: none">1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus; and2 any securities in the Company attaching to or arising out of those Shares.
SaleCo	Redox Group Limited (ACN 650 345 332).



Term	Meaning
Security Interest	<p>an interest or power:</p> <ol style="list-style-type: none">reserved in or over an interest in any securities including, but not limited to, any retention of title;created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, andany agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.
Settlement Operating Rules	means the operating rules of ASX Settlement.
Share	a share in the Company.
Voluntary Escrow Deed	a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.

1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- the singular includes the plural and vice versa;
- a reference to a party includes its successors, personal representatives and transferees;
- words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- the schedules form part of this deed.



2 Escrow

2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
 - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
 - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
 - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
 - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the actual or potential Dealing or the matters giving rise to the actual or potential Dealing, providing full details.

3 Termination

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

4 Warranties and acknowledgment

4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

- (a) the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:



- (1) any applicable law, regulation or authorisation;
 - (2) its constitution or other constituent documents; or
 - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

5 Consequences of breaching this deed

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
- (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
 - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



6 Amendment

This deed may not be amended without the prior written consent of the parties.

7 General

7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

7.2 Counterparts

This deed may be executed in any number of counterparts.

7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
 - (1) when the sender receives an automated message confirming delivery; or
 - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

7.5 Time of Essence

Time is of the essence to this deed.



Schedule 1

Details

Item 1	Holder	Peta- Lee Gaida
	Holder address	[REDACTED]
	Holder email	[REDACTED]
Item 2	Escrow Period	The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2024 are released to ASX.



Signing page

Executed as a deed

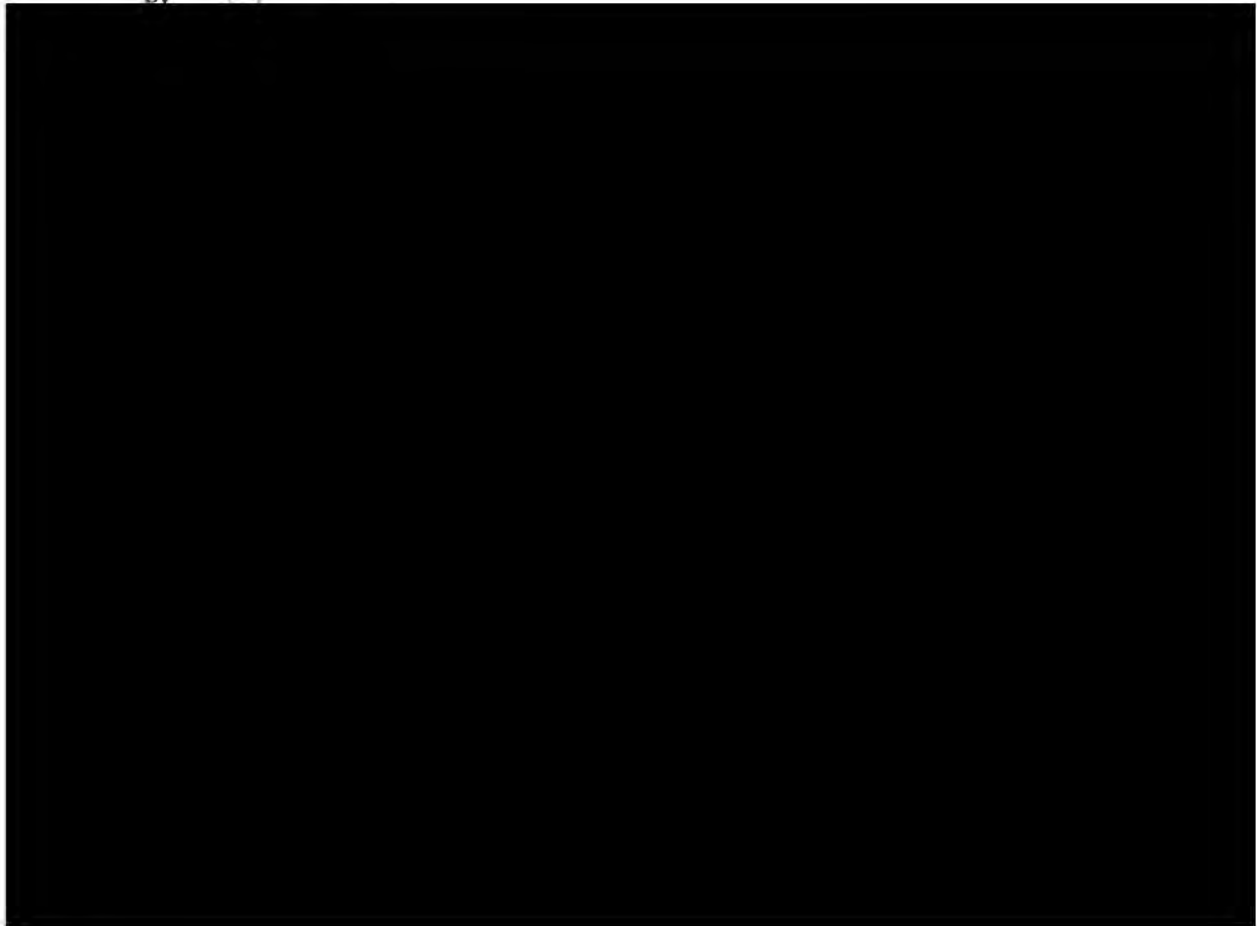
Each person who executes this deed on behalf of a power under a power of attorney declares that they are not aware of any fact or circumstance that might affect their authority to do so under that power of attorney.

Company

Signed sealed and delivered by

Redox Limited

by





HERBERT
SMITH
FREEHILLS

Deed

Voluntary escrow deed

Shaun Gaida

Redox Limited



Contents

Table of contents

1	Definitions and interpretation	1
	1.1 Definitions	1
	1.2 Interpretation	3
2	Escrow	4
	2.1 Holder restrictions during Escrow Period	4
	2.2 Escrow restrictions	4
	2.3 Exceptions	4
	2.4 Notice	5
3	Termination	5
4	Warranties and acknowledgment	5
	4.1 Giving of warranties	5
	4.2 Warranties	5
	4.3 Acknowledgment	6
	4.4 Survival of representations and warranties	6
5	Consequences of breaching this deed	6
6	Amendment	7
7	General	7
	7.1 Governing law and jurisdiction	7
	7.2 Counterparts	7
	7.3 Further assurances	7
	7.4 Notices	7
	7.5 Time of Essence	7
	Details	8
	Signing page	9



Voluntary escrow deed

Date ▶ 8th March 2023

Between the parties

Company **Redox Limited**
ACN 000 762 345 of 2 Swettenham Road Minto NSW 2566

Holder Shaun Gaida


This deed witnesses as follows:



1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Allotment Date	the date Shares are issued and transferred pursuant to the Prospectus.
ASIC	means the Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
ASX Settlement	means ASX Settlement Pty Ltd (ABN 49 008 504 532).
Business Day	a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.
Corporations Act	<i>Corporations Act 2001 (Cth)</i> .
Dealing	<p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none">• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share. <p>Deal and Dealt each have a corresponding meaning.</p>



Term	Meaning
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period set out in Item 2 of Schedule 1.
Governmental Agency	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Holding Lock	has the meaning in Section 2 of the Settlement Operating Rules.
Issuer Sponsored Subregister	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
Listing Rules	the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).
Prospectus	means the final prospectus issued by the Company and SaleCo lodged with ASIC.
Restricted Shares	<ol style="list-style-type: none">1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus; and2 any securities in the Company attaching to or arising out of those Shares.
SaleCo	Redox Group Limited (ACN 650 345 332).



Term	Meaning
Security Interest	<p>an interest or power:</p> <ol style="list-style-type: none">1 reserved in or over an interest in any securities including, but not limited to, any retention of title;2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.
Settlement Operating Rules	<p>means the operating rules of ASX Settlement.</p>
Share	<p>a share in the Company.</p>
Voluntary Escrow Deed	<p>a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.</p>

1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- (e) references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- (f) the schedules form part of this deed.



2 Escrow

2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
 - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
 - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
 - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
 - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the actual or potential Dealing or the matters giving rise to the actual or potential Dealing, providing full details.

3 Termination

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

4 Warranties and acknowledgment

4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

- (a) the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:



- (1) any applicable law, regulation or authorisation;
 - (2) its constitution or other constituent documents; or
 - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

5 Consequences of breaching this deed

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
- (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
 - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.

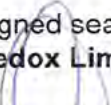


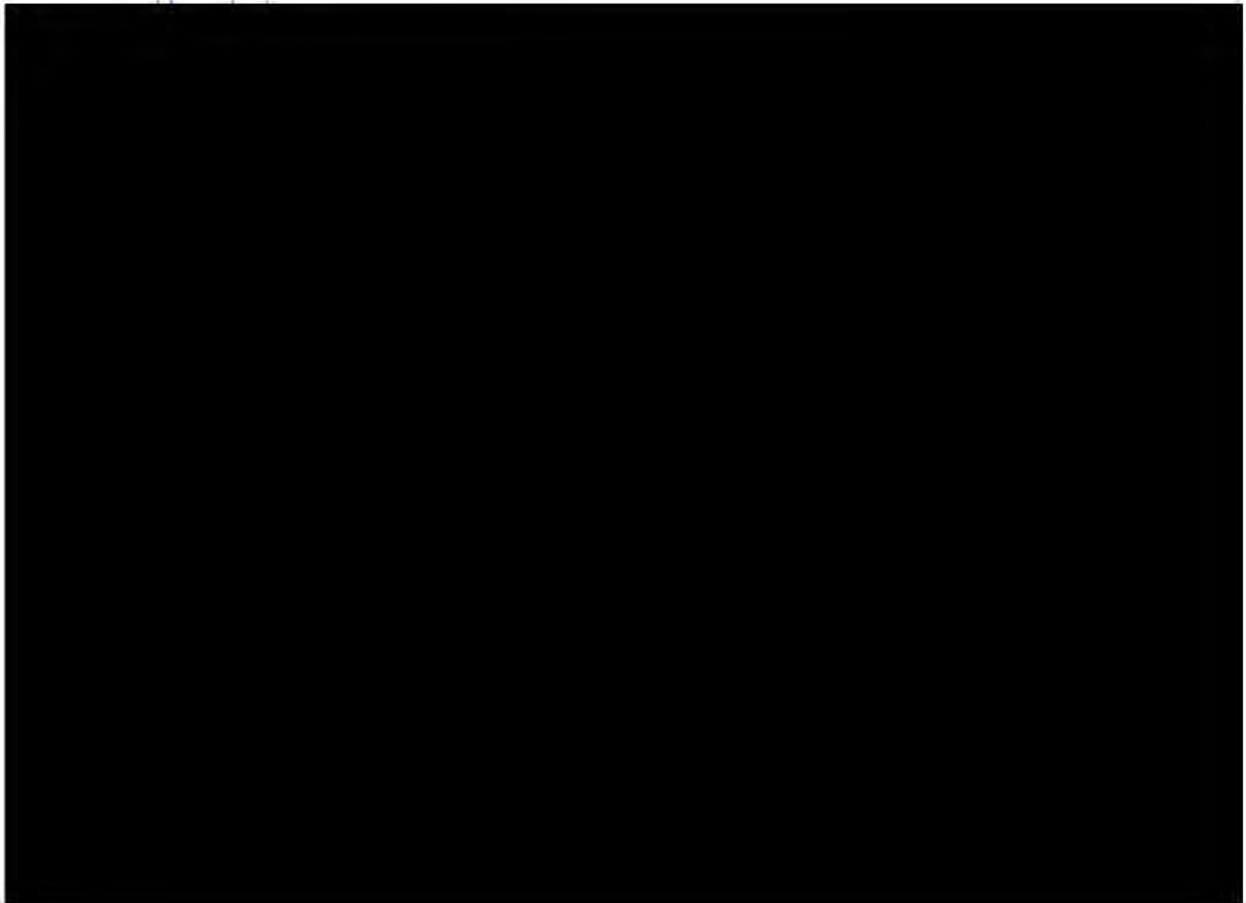
Signing page

Executed as a deed

Each person who executes this deed on behalf of a power under a power of attorney declares that they are not aware of any fact or circumstance that might affect their authority to do so under that power of attorney.

Company

Signed sealed and delivered by
Redox Limited
by 





HERBERT
SMITH
FREEHILLS

Deed

Voluntary escrow deed

Silvia Coneliano

Redox Limited



Contents

Table of contents

1	Definitions and interpretation	1
	1.1 Definitions	1
	1.2 Interpretation	3
2	Escrow	4
	2.1 Holder restrictions during Escrow Period	4
	2.2 Escrow restrictions	4
	2.3 Exceptions	4
	2.4 Notice	5
3	Termination	5
4	Warranties and acknowledgment	5
	4.1 Giving of warranties	5
	4.2 Warranties	5
	4.3 Acknowledgment	6
	4.4 Survival of representations and warranties	6
5	Consequences of breaching this deed	6
6	Amendment	7
7	General	7
	7.1 Governing law and jurisdiction	7
	7.2 Counterparts	7
	7.3 Further assurances	7
	7.4 Notices	7
	7.5 Time of Essence	7
	Details	8
	Signing page	9



Voluntary escrow deed

Date ▶ 8th March 2023

Between the parties

Company **Redox Limited**
ACN 000 762 345 of 2 Swettenham Road Minto NSW 2566

Holder Silvia Coneliano
[REDACTED]

This deed witnesses as follows:



1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Allotment Date	the date Shares are issued and transferred pursuant to the Prospectus.
ASIC	means the Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
ASX Settlement	means ASX Settlement Pty Ltd (ABN 49 008 504 532).
Business Day	a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Dealing	<p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none">• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share. <p>Deal and Dealt each have a corresponding meaning.</p>



Term	Meaning
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period set out in Item 2 of Schedule 1.
Governmental Agency	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Holding Lock	has the meaning in Section 2 of the Settlement Operating Rules.
Issuer Sponsored Subregister	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
Listing Rules	the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).
Prospectus	means the final prospectus issued by the Company and SaleCo lodged with ASIC.
Restricted Shares	<ol style="list-style-type: none">1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus; and2 any securities in the Company attaching to or arising out of those Shares.
SaleCo	Redox Group Limited (ACN 650 345 332).



Term	Meaning
Security Interest	<p>an interest or power:</p> <ol style="list-style-type: none">1 reserved in or over an interest in any securities including, but not limited to, any retention of title;2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.
Settlement Operating Rules	means the operating rules of ASX Settlement.
Share	a share in the Company.
Voluntary Escrow Deed	a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.

1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- (e) references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- (f) the schedules form part of this deed.



2 Escrow

2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
 - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
 - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
 - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
 - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the actual or potential Dealing or the matters giving rise to the actual or potential Dealing, providing full details.

3 Termination

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

4 Warranties and acknowledgment

4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

- (a) the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:



- (1) any applicable law, regulation or authorisation;
 - (2) its constitution or other constituent documents; or
 - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

5 Consequences of breaching this deed

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
- (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
 - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



6 Amendment

This deed may not be amended without the prior written consent of the parties.

7 General

7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

7.2 Counterparts

This deed may be executed in any number of counterparts.

7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
 - (1) when the sender receives an automated message confirming delivery; or
 - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

7.5 Time of Essence

Time is of the essence to this deed.



Schedule 1

Details

Item 1	Holder	Silvia Coneliano
	Holder address	[REDACTED]
	Holder email	[REDACTED]
Item 2	Escrow Period	The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2024 are released to ASX.

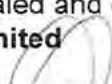


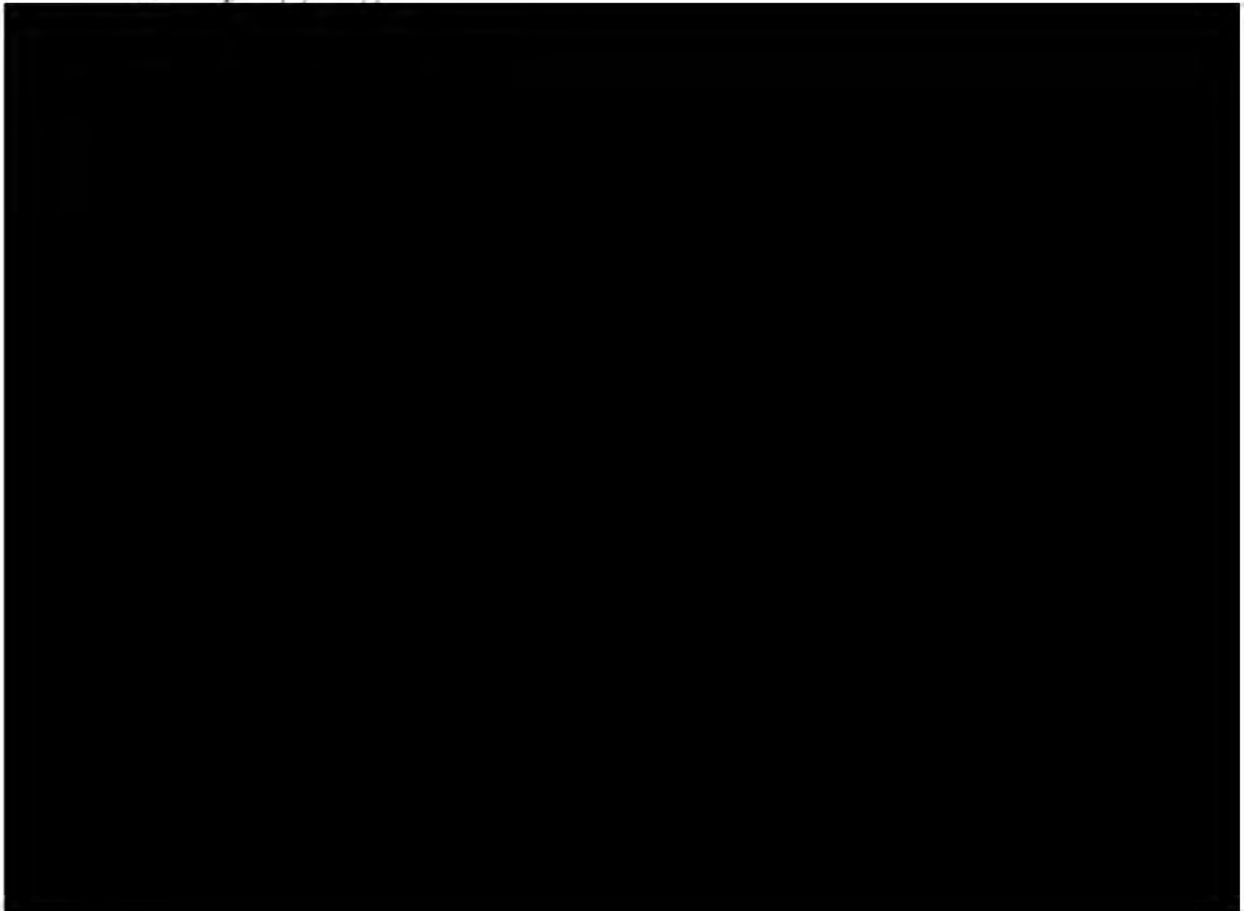
Signing page

Executed as a deed

Each person who executes this deed on behalf of a power under a power of attorney declares that they are not aware of any fact or circumstance that might affect their authority to do so under that power of attorney.

Company

Signed sealed and delivered by
Redox Limited
by 





HERBERT
SMITH
FREEHILLS

Deed

Voluntary escrow deed

Xaric Phoenix

Redox Limited



Contents

Table of contents

1	Definitions and interpretation	1
	1.1 Definitions	1
	1.2 Interpretation	3
2	Escrow	4
	2.1 Holder restrictions during Escrow Period	4
	2.2 Escrow restrictions	4
	2.3 Exceptions	4
	2.4 Notice	5
3	Termination	5
4	Warranties and acknowledgment	5
	4.1 Giving of warranties	5
	4.2 Warranties	5
	4.3 Acknowledgment	6
	4.4 Survival of representations and warranties	6
5	Consequences of breaching this deed	6
6	Amendment	7
7	General	7
	7.1 Governing law and jurisdiction	7
	7.2 Counterparts	7
	7.3 Further assurances	7
	7.4 Notices	7
	7.5 Time of Essence	7
	Details	8
	Signing page	9



Voluntary escrow deed

Date ▶ 8th March 2023

Between the parties

Company **Redox Limited**
ACN 000 762 345 of 2 Swettenham Road Minto NSW 2566

Holder Xaric Phoenix


This deed witnesses as follows:



1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Allotment Date	the date Shares are issued and transferred pursuant to the Prospectus.
ASIC	means the Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
ASX Settlement	means ASX Settlement Pty Ltd (ABN 49 008 504 532).
Business Day	a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Dealing	<p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none">• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share. <p>Deal and Dealt each have a corresponding meaning.</p>



Term	Meaning
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period set out in Item 2 of Schedule 1.
Governmental Agency	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Holding Lock	has the meaning in Section 2 of the Settlement Operating Rules.
Issuer Sponsored Subregister	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
Listing Rules	the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).
Prospectus	means the final prospectus issued by the Company and SaleCo lodged with ASIC.
Restricted Shares	<ol style="list-style-type: none">1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus; and2 any securities in the Company attaching to or arising out of those Shares.
SaleCo	Redox Group Limited (ACN 650 345 332).



Term	Meaning
Security Interest	<p>an interest or power:</p> <ol style="list-style-type: none">1 reserved in or over an interest in any securities including, but not limited to, any retention of title;2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.
Settlement Operating Rules	<p>means the operating rules of ASX Settlement.</p>
Share	<p>a share in the Company.</p>
Voluntary Escrow Deed	<p>a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.</p>

1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- (e) references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- (f) the schedules form part of this deed.



2 Escrow

2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
 - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
 - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
 - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
 - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the actual or potential Dealing or the matters giving rise to the actual or potential Dealing, providing full details.

3 Termination

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

4 Warranties and acknowledgment

4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

- (a) the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:



- (1) any applicable law, regulation or authorisation;
 - (2) its constitution or other constituent documents; or
 - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

5 Consequences of breaching this deed

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
- (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
 - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



6 Amendment

This deed may not be amended without the prior written consent of the parties.

7 General

7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

7.2 Counterparts

This deed may be executed in any number of counterparts.

7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
 - (1) when the sender receives an automated message confirming delivery; or
 - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

7.5 Time of Essence

Time is of the essence to this deed.



Schedule 1

Details

Item 1	Holder	Xaric Phoenix
	Holder address	[REDACTED]
	Holder email	[REDACTED]
Item 2	Escrow Period	The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2024 are released to ASX.



Signing page

Executed as a deed

Each person who executes this deed on behalf of a power under a power of attorney declares that they are not aware of any fact or circumstance that might affect their authority to do so under that power of attorney.

Company

Signed sealed and delivered by

Redox Limited

by





HERBERT
SMITH
FREEHILLS

Deed

Voluntary escrow deed

Bedryie Coneliano

Redox Limited



Contents

Table of contents

1	Definitions and interpretation	1
1.1	Definitions	1
1.2	Interpretation.....	3
2	Escrow	4
2.1	Holder restrictions during Escrow Period	4
2.2	Escrow restrictions.....	4
2.3	Exceptions	4
2.4	Notice.....	5
3	Termination	5
4	Warranties and acknowledgment	5
4.1	Giving of warranties	5
4.2	Warranties.....	5
4.3	Acknowledgment.....	6
4.4	Survival of representations and warranties	6
5	Consequences of breaching this deed	6
6	Amendment	7
7	General	7
7.1	Governing law and jurisdiction.....	7
7.2	Counterparts	7
7.3	Further assurances.....	7
7.4	Notices	7
7.5	Time of Essence	7
	Details	8
	Signing page	9



Voluntary escrow deed

Date ▶ 2023

Between the parties

Company **Redox Limited**
ACN 000 762 345 of 2 Swettenham Road Minto NSW 2566

Holder Bedriye Conelliano
of [REDACTED]

This deed witnesses as follows:



1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Allotment Date	the date Shares are issued and transferred pursuant to the Prospectus.
ASIC	means the Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
ASX Settlement	means ASX Settlement Pty Ltd (ABN 49 008 504 532).
Business Day	a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.
Corporations Act	<i>Corporations Act 2001 (Cth)</i> .
Dealing	<p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none">• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share. <p>Deal and Dealt each have a corresponding meaning.</p>



Term	Meaning
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period set out in Item 2 of Schedule 1.
Governmental Agency	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Holding Lock	has the meaning in Section 2 of the Settlement Operating Rules.
Issuer Sponsored Subregister	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
Listing Rules	the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).
Prospectus	means the final prospectus issued by the Company and SaleCo lodged with ASIC.
Restricted Shares	<ol style="list-style-type: none">1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus; and2 any securities in the Company attaching to or arising out of those Shares.
SaleCo	Redox Group Limited (ACN 650 345 332).



Term	Meaning
Security Interest	<p>an interest or power:</p> <ol style="list-style-type: none">1 reserved in or over an interest in any securities including, but not limited to, any retention of title;2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.
Settlement Operating Rules	<p>means the operating rules of ASX Settlement.</p>
Share	<p>a share in the Company.</p>
Voluntary Escrow Deed	<p>a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.</p>

1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- (e) references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- (f) the schedules form part of this deed.



2 Escrow

2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
 - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
 - (2) in full at the conclusion of the Escrow Period,

including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
 - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
 - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the actual or potential Dealing or the matters giving rise to the actual or potential Dealing, providing full details.

3 Termination

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

4 Warranties and acknowledgment

4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

- (a) the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:



- (1) any applicable law, regulation or authorisation;
 - (2) its constitution or other constituent documents; or
 - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

5 Consequences of breaching this deed

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
- (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
 - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



6 Amendment

This deed may not be amended without the prior written consent of the parties.

7 General

7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

7.2 Counterparts

This deed may be executed in any number of counterparts.

7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
 - (1) when the sender receives an automated message confirming delivery; or
 - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

7.5 Time of Essence

Time is of the essence to this deed.



Schedule 1

Details

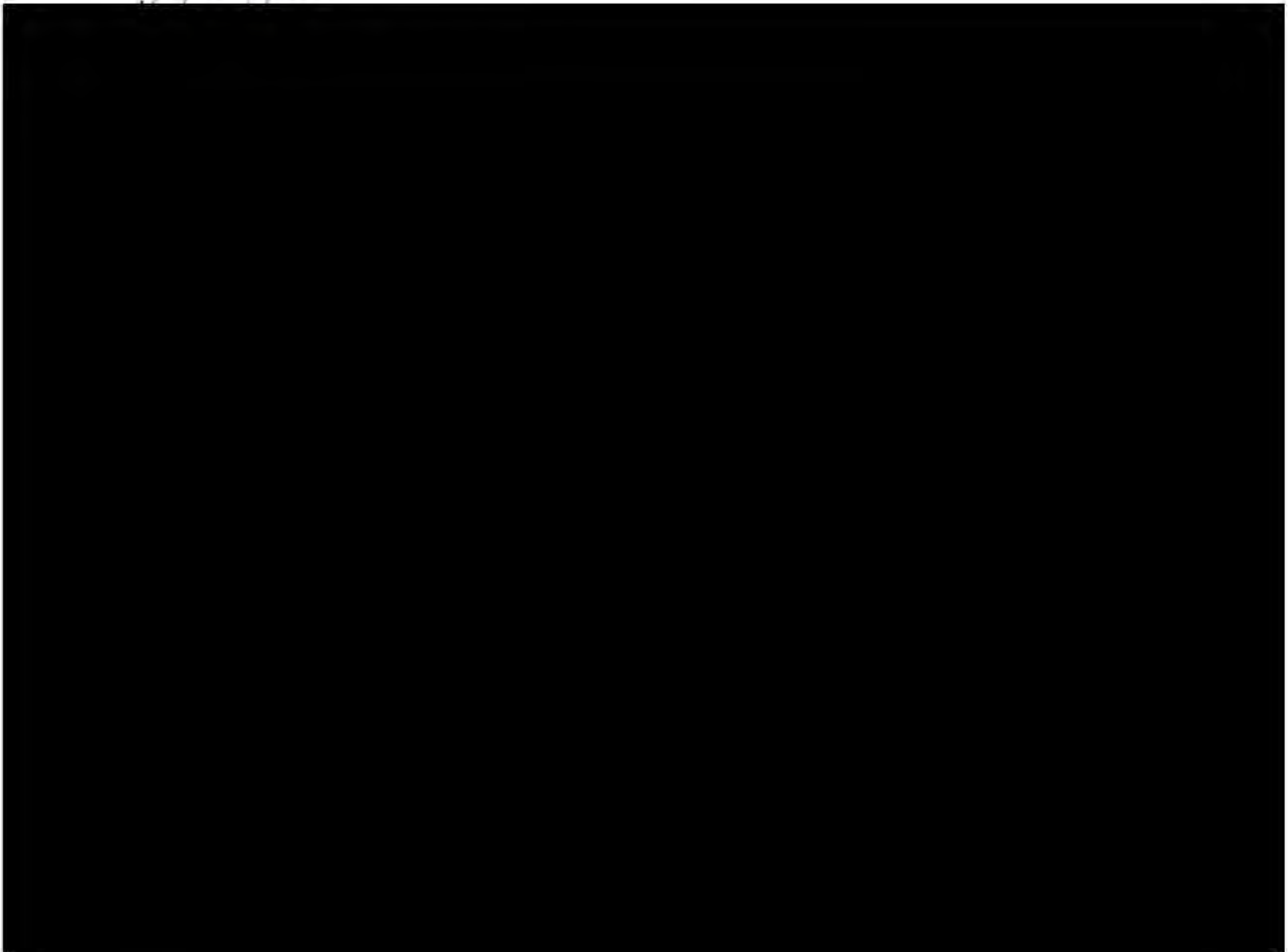
Item 1	Holder	Bedriye Coneliano
	Holder address	[REDACTED]
	Holder email	[REDACTED]
Item 2	Escrow Period	The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2025 are released to ASX.

Executed as a deed

Each person who executes this deed on behalf of a power under a power of attorney declares that they are not aware of any fact or circumstance that might affect their authority to do so under that power of attorney.

Company

Signed sealed and delivered by
Redox Limited





HERBERT
SMITH
FREEHILLS

Deed

Voluntary escrow deed

Malcolm Perrins

Redox Limited



Contents

Table of contents

1	Definitions and interpretation	1
	1.1 Definitions	1
	1.2 Interpretation	3
2	Escrow	4
	2.1 Holder restrictions during Escrow Period	4
	2.2 Escrow restrictions	4
	2.3 Exceptions	4
	2.4 Notice	5
3	Termination	5
4	Warranties and acknowledgment	5
	4.1 Giving of warranties	5
	4.2 Warranties	5
	4.3 Acknowledgment	6
	4.4 Survival of representations and warranties	6
5	Consequences of breaching this deed	6
6	Amendment	7
7	General	7
	7.1 Governing law and jurisdiction	7
	7.2 Counterparts	7
	7.3 Further assurances	7
	7.4 Notices	7
	7.5 Time of Essence	7
	Details	8
	Signing page	9



Voluntary escrow deed

Date ▶ 10th March 2023

Between the parties

Company **Redox Limited**
ACN 000 762 345 of 2 Swettenham Road Minto NSW 2566

Holder Malcolm Perrins
of [REDACTED]

This deed witnesses as follows:



1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Allotment Date	the date Shares are issued and transferred pursuant to the Prospectus.
ASIC	means the Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
ASX Settlement	means ASX Settlement Pty Ltd (ABN 49 008 504 532).
Business Day	a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.
Corporations Act	<i>Corporations Act 2001 (Cth)</i> .
Dealing	<p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none">• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share. <p>Deal and Dealt each have a corresponding meaning.</p>



Term	Meaning
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period set out in Item 2 of Schedule 1.
Governmental Agency	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Holding Lock	has the meaning in Section 2 of the Settlement Operating Rules.
Issuer Sponsored Subregister	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
Listing Rules	the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).
Prospectus	means the final prospectus issued by the Company and SaleCo lodged with ASIC.
Restricted Shares	<ol style="list-style-type: none">1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus; and2 any securities in the Company attaching to or arising out of those Shares.
SaleCo	Redox Group Limited (ACN 650 345 332).



Term	Meaning
Security Interest	<p>an interest or power:</p> <ol style="list-style-type: none">1 reserved in or over an interest in any securities including, but not limited to, any retention of title;2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.
Settlement Operating Rules	<p>means the operating rules of ASX Settlement.</p>
Share	<p>a share in the Company.</p>
Voluntary Escrow Deed	<p>a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.</p>

1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- (e) references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- (f) the schedules form part of this deed.



2 Escrow

2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
 - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
 - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
 - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
 - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the actual or potential Dealing or the matters giving rise to the actual or potential Dealing, providing full details.

3 Termination

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

4 Warranties and acknowledgment

4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

- (a) the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:



- (1) any applicable law, regulation or authorisation;
 - (2) its constitution or other constituent documents; or
 - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

5 Consequences of breaching this deed

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
- (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
 - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



6 Amendment

This deed may not be amended without the prior written consent of the parties.

7 General

7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

7.2 Counterparts

This deed may be executed in any number of counterparts.

7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
 - (1) when the sender receives an automated message confirming delivery; or
 - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

7.5 Time of Essence

Time is of the essence to this deed.



Schedule 1

Details

Item 1	Holder	Malcolm Perrins
	Holder address	[REDACTED]
	Holder email	[REDACTED]
Item 2	Escrow Period	The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2025 are released to ASX.

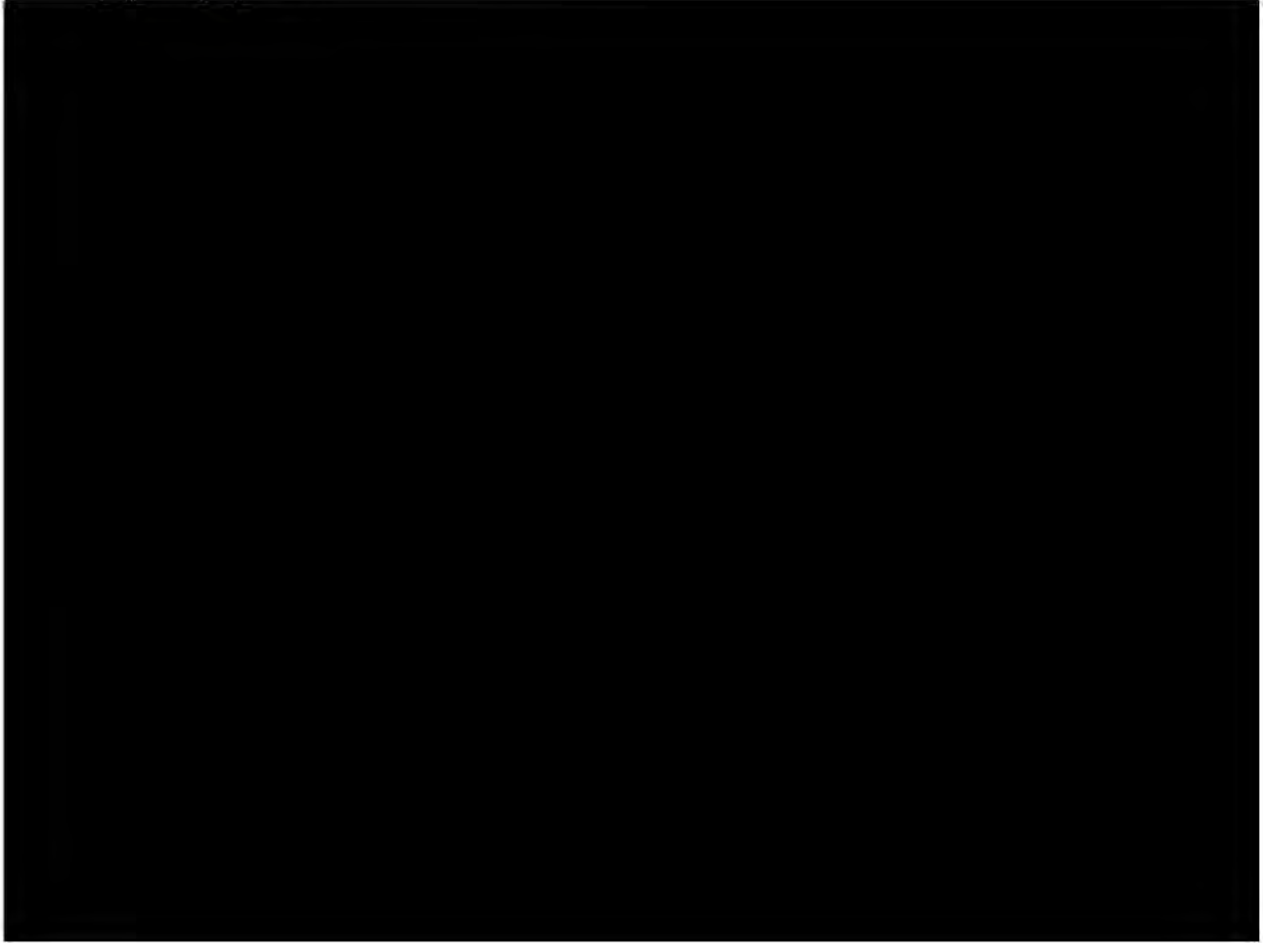
Signing page

Executed as a deed

Each person who executes this deed on behalf of a power under a power of attorney declares that they are not aware of any fact or circumstance that might affect their authority to do so under that power of attorney.

Company

Signed sealed and delivered by
Redox Limited





HERBERT
SMITH
FREEHILLS

Deed

Voluntary escrow deed

Renato Coneliano

Redox Limited



Contents

Table of contents

1	Definitions and interpretation	1
	1.1 Definitions	1
	1.2 Interpretation	3
2	Escrow	4
	2.1 Holder restrictions during Escrow Period	4
	2.2 Escrow restrictions	4
	2.3 Exceptions	4
	2.4 Notice	5
3	Termination	5
4	Warranties and acknowledgment	5
	4.1 Giving of warranties	5
	4.2 Warranties	5
	4.3 Acknowledgment	6
	4.4 Survival of representations and warranties	6
5	Consequences of breaching this deed	6
6	Amendment	7
7	General	7
	7.1 Governing law and jurisdiction	7
	7.2 Counterparts	7
	7.3 Further assurances	7
	7.4 Notices	7
	7.5 Time of Essence	7
	Details	8
	Signing page	9



Voluntary escrow deed

Date ▶ 2023

Between the parties

Company **Redox Limited**
ACN 000 762 345 of 2 Swettenham Road Minto NSW 2566

Holder Renato Coneliano
of [REDACTED]

This deed witnesses as follows:



1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Allotment Date	the date Shares are issued and transferred pursuant to the Prospectus.
ASIC	means the Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
ASX Settlement	means ASX Settlement Pty Ltd (ABN 49 008 504 532).
Business Day	a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Dealing	<p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none">• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share. <p>Deal and Dealt each have a corresponding meaning.</p>



Term	Meaning
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period set out in Item 2 of Schedule 1.
Governmental Agency	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Holding Lock	has the meaning in Section 2 of the Settlement Operating Rules.
Issuer Sponsored Subregister	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
Listing Rules	the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).
Prospectus	means the final prospectus issued by the Company and SaleCo lodged with ASIC.
Restricted Shares	<ol style="list-style-type: none">1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus; and2 any securities in the Company attaching to or arising out of those Shares.
SaleCo	Redox Group Limited (ACN 650 345 332).



Term	Meaning
Security Interest	an interest or power: <ol style="list-style-type: none">reserved in or over an interest in any securities including, but not limited to, any retention of title;created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, andany agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.
Settlement Operating Rules	means the operating rules of ASX Settlement.
Share	a share in the Company.
Voluntary Escrow Deed	a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.

1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- the singular includes the plural and vice versa;
- a reference to a party includes its successors, personal representatives and transferees;
- words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- the schedules form part of this deed.



2 Escrow

2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
 - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
 - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
 - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
 - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the actual or potential Dealing or the matters giving rise to the actual or potential Dealing, providing full details.

3 Termination

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

4 Warranties and acknowledgment

4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

- (a) the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:



- (1) any applicable law, regulation or authorisation;
 - (2) its constitution or other constituent documents; or
 - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

5 Consequences of breaching this deed

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
- (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
 - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



6 Amendment

This deed may not be amended without the prior written consent of the parties.

7 General

7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

7.2 Counterparts

This deed may be executed in any number of counterparts.

7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
 - (1) when the sender receives an automated message confirming delivery; or
 - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

7.5 Time of Essence

Time is of the essence to this deed.



Schedule 1

Details

Item 1 Holder Renato Coneliano

Holder address [REDACTED]

Holder email [REDACTED]

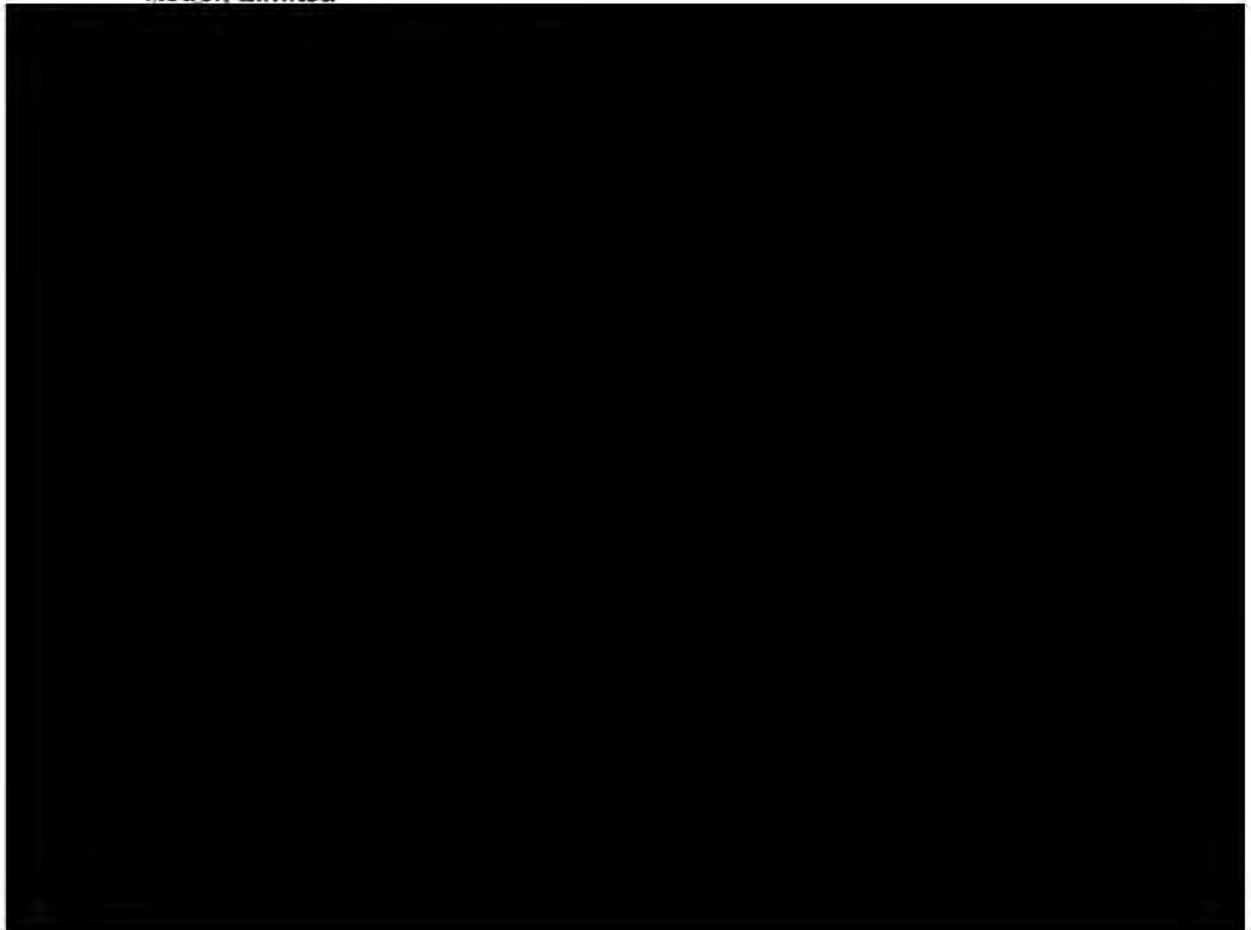
Item 2 Escrow Period The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2025 are released to ASX.

Executed as a deed

Each person who executes this deed on behalf of a power under a power of attorney declares that they are not aware of any fact or circumstance that might affect their authority to do so under that power of attorney.

Company

Signed sealed and delivered by
Redox Limited





HERBERT
SMITH
FREEHILLS

Deed

Voluntary escrow deed

Robert Coneliano

Redox Limited



Contents

Table of contents

1	Definitions and interpretation	1
	1.1 Definitions	1
	1.2 Interpretation	3
2	Escrow	4
	2.1 Holder restrictions during Escrow Period	4
	2.2 Escrow restrictions	4
	2.3 Exceptions	4
	2.4 Notice	5
3	Termination	5
4	Warranties and acknowledgment	5
	4.1 Giving of warranties	5
	4.2 Warranties	5
	4.3 Acknowledgment	6
	4.4 Survival of representations and warranties	6
5	Consequences of breaching this deed	6
6	Amendment	7
7	General	7
	7.1 Governing law and jurisdiction	7
	7.2 Counterparts	7
	7.3 Further assurances	7
	7.4 Notices	7
	7.5 Time of Essence	7
	Details	8
	Signing page	9



Voluntary escrow deed

Date ▶ 2023

Between the parties

Company **Redox Limited**
ACN 000 762 345 of 2 Swettenham Road Minto NSW 2566

Holder Robert Coneliano
of [REDACTED]

This deed witnesses as follows:



1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Allotment Date	the date Shares are issued and transferred pursuant to the Prospectus.
ASIC	means the Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
ASX Settlement	means ASX Settlement Pty Ltd (ABN 49 008 504 532).
Business Day	a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Dealing	<p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none">• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share. <p>Deal and Dealt each have a corresponding meaning.</p>



Term	Meaning
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period set out in Item 2 of Schedule 1.
Governmental Agency	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Holding Lock	has the meaning in Section 2 of the Settlement Operating Rules.
Issuer Sponsored Subregister	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
Listing Rules	the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).
Prospectus	means the final prospectus issued by the Company and SaleCo lodged with ASIC.
Restricted Shares	<ol style="list-style-type: none">1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus; and2 any securities in the Company attaching to or arising out of those Shares.
SaleCo	Redox Group Limited (ACN 650 345 332).



Term	Meaning
Security Interest	<p>an interest or power:</p> <ol style="list-style-type: none">reserved in or over an interest in any securities including, but not limited to, any retention of title;created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, andany agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.
Settlement Operating Rules	means the operating rules of ASX Settlement.
Share	a share in the Company.
Voluntary Escrow Deed	a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.

1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- the singular includes the plural and vice versa;
- a reference to a party includes its successors, personal representatives and transferees;
- words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- the schedules form part of this deed.



2 Escrow

2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
 - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
 - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
 - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
 - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the actual or potential Dealing or the matters giving rise to the actual or potential Dealing, providing full details.

3 Termination

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

4 Warranties and acknowledgment

4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

- (a) the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:



- (1) any applicable law, regulation or authorisation;
 - (2) its constitution or other constituent documents; or
 - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

5 Consequences of breaching this deed

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
- (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
 - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



6 Amendment

This deed may not be amended without the prior written consent of the parties.

7 General

7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

7.2 Counterparts

This deed may be executed in any number of counterparts.

7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
 - (1) when the sender receives an automated message confirming delivery; or
 - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

7.5 Time of Essence

Time is of the essence to this deed.



Schedule 1

Details

Item 1	Holder	Robert Coneliano
	Holder address	[REDACTED]
	Holder email	[REDACTED]
Item 2	Escrow Period	The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2025 are released to ASX.

Signing page

Executed as a deed

Company

Signed, sealed and delivered by

Redox Limited

by





HERBERT
SMITH
FREEHILLS

Deed

Voluntary escrow deed

Raimond Coneliano

Redox Limited



Contents

Table of contents

1	Definitions and interpretation	1
	1.1 Definitions	1
	1.2 Interpretation	3
2	Escrow	4
	2.1 Holder restrictions during Escrow Period.....	4
	2.2 Escrow restrictions	4
	2.3 Exceptions.....	4
	2.4 Notice	5
3	Termination	5
4	Warranties and acknowledgment	5
	4.1 Giving of warranties	5
	4.2 Warranties.....	5
	4.3 Acknowledgment.....	6
	4.4 Survival of representations and warranties.....	6
5	Consequences of breaching this deed	6
6	Amendment	7
7	General	7
	7.1 Governing law and jurisdiction	7
	7.2 Counterparts	7
	7.3 Further assurances	7
	7.4 Notices	7
	7.5 Time of Essence	7
	Details	8
	Signing page	9



Voluntary escrow deed

Date ▶ 2 May 2023

Between the parties

Company **Redox Limited**
ACN 000 762 345 of 3 Swettenham Road Minto NSW 2566

Holder Raimond Coneliano
of [REDACTED]

This deed witnesses as follows:



1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Allotment Date	the date Shares are issued and transferred pursuant to the Prospectus.
ASIC	means the Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
ASX Settlement	means ASX Settlement Pty Ltd (ABN 49 008 504 532).
Business Day	a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Dealing	<p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none">• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share. <p>Deal and Dealt each have a corresponding meaning.</p>



Term	Meaning
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period set out in Item 2 of Schedule 1.
Governmental Agency	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Holding Lock	has the meaning in Section 2 of the Settlement Operating Rules.
Issuer Sponsored Subregister	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
Listing Rules	the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).
Prospectus	means the prospectus to be issued by the Company and SaleCo lodged with ASIC on that date.
Restricted Shares	<ol style="list-style-type: none">1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus;2 any Shares in the Company transferred to the Holder following the grant of probate in connection with the estate of Silvia Coneliano; and3 any securities in the Company attaching to or arising out of those Shares.



Term	Meaning
SaleCo	Redox Group Limited ACN (ACN 650 345 332).
Security Interest	<p>an interest or power:</p> <ol style="list-style-type: none">reserved in or over an interest in any securities including, but not limited to, any retention of title;created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, andany agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.
Settlement Operating Rules	means the operating rules of ASX Settlement.
Share	a share in the Company.
Voluntary Escrow Deed	a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.

1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- the singular includes the plural and vice versa;
- a reference to a party includes its successors, personal representatives and transferees;
- words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- the schedules form part of this deed.



2 Escrow

2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
 - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
 - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
 - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
 - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the actual or potential Dealing or the matters giving rise to the actual or potential Dealing, providing full details.

3 Termination

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

4 Warranties and acknowledgment

4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

- (a) the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:



- (1) any applicable law, regulation or authorisation;
 - (2) its constitution or other constituent documents; or
 - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

5 Consequences of breaching this deed

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
- (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
 - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



6 Amendment

This deed may not be amended without the prior written consent of the parties.

7 General

7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

7.2 Counterparts

This deed may be executed in any number of counterparts.

7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
 - (1) when the sender receives an automated message confirming delivery; or
 - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

7.5 Time of Essence

Time is of the essence to this deed.



Schedule 1

Details


Item 1	Holder	Raimond Coneliano
	Holder address	[REDACTED]
	Holder email	[REDACTED]
Item 2	Escrow Period	The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2025 are released to ASX.



Signing page

Executed as a deed

Company

Signed sealed and delivered by
Redox Limited
by 





HERBERT
SMITH
FREEHILLS

Deed

Voluntary escrow deed

Richard Coneliano

Redox Limited



Table of contents

1	Definitions and interpretation	1
	1.1 Definitions	1
	1.2 Interpretation	3
2	Escrow	4
	2.1 Holder restrictions during Escrow Period	4
	2.2 Escrow restrictions	4
	2.3 Exceptions	4
	2.4 Notice	5
3	Termination	5
4	Warranties and acknowledgment	5
	4.1 Giving of warranties	5
	4.2 Warranties	5
	4.3 Acknowledgment	6
	4.4 Survival of representations and warranties	6
5	Consequences of breaching this deed	6
6	Amendment	7
7	General	7
	7.1 Governing law and jurisdiction	7
	7.2 Counterparts	7
	7.3 Further assurances	7
	7.4 Notices	7
	7.5 Time of Essence	7
	Details	8
	Signing page	9



Voluntary escrow deed

Date ▶ 2 may 2023

Between the parties

Company **Redox Limited**
ACN 000 762 345 of 3 Swettenham Road Minto NSW 2566

Holder Richard Coneliano
of [REDACTED]

This deed witnesses as follows:



1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Allotment Date	the date Shares are issued and transferred pursuant to the Prospectus.
ASIC	means the Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
ASX Settlement	means ASX Settlement Pty Ltd (ABN 49 008 504 532).
Business Day	a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Dealing	<p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none">• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share. <p>Deal and Dealt each have a corresponding meaning.</p>



Term	Meaning
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period set out in Item 2 of Schedule 1.
Governmental Agency	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Holding Lock	has the meaning in Section 2 of the Settlement Operating Rules.
Issuer Sponsored Subregister	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
Listing Rules	the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).
Prospectus	means the prospectus to be issued by the Company and SaleCo lodged with ASIC on that date.
Restricted Shares	<ol style="list-style-type: none">1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus;2 any Shares in the Company transferred to the Holder following the grant of probate in connection with the estate of Silvia Coneliano; and3 any securities in the Company attaching to or arising out of those Shares.



Term	Meaning
SaleCo	Redox Group Limited ACN (ACN 650 345 332).
Security Interest	<p>an interest or power:</p> <ol style="list-style-type: none">reserved in or over an interest in any securities including, but not limited to, any retention of title;created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, andany agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.
Settlement Operating Rules	means the operating rules of ASX Settlement.
Share	a share in the Company.
Voluntary Escrow Deed	a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.

1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- the singular includes the plural and vice versa;
- a reference to a party includes its successors, personal representatives and transferees;
- words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- the schedules form part of this deed.



2 Escrow

2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
 - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
 - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
 - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
 - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the actual or potential Dealing or the matters giving rise to the actual or potential Dealing, providing full details.

3 Termination

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

4 Warranties and acknowledgment

4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

- (a) the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:



- (1) any applicable law, regulation or authorisation;
 - (2) its constitution or other constituent documents; or
 - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

5 Consequences of breaching this deed

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
- (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
 - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



6 Amendment

This deed may not be amended without the prior written consent of the parties.

7 General

7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

7.2 Counterparts

This deed may be executed in any number of counterparts.

7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
 - (1) when the sender receives an automated message confirming delivery; or
 - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

7.5 Time of Essence

Time is of the essence to this deed.



Schedule 1

Details

Item 1	Holder	Richard Coneliano
	Holder address	[REDACTED]
	Holder email	[REDACTED]
Item 2	Escrow Period	The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2025 are released to ASX.



Signing page

Executed as a deed

Company

Signed sealed and delivered by
Redox Limited
by

