

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Talius Group Limited

ACN/ARSN 111 823 762

1. Details of substantial holder (1)

Name Stephen Norris

ACN/ARSN (if applicable)

The holder became a substantial holder on 31/12/2024

2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares	286,050,000 ordinary shares	10.0%	10.0% (based on 2,860,486,470 fully paid ordinary shares on issue)

3. Details of relevant interests

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

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Stephen Norris Technologies Pty Ltd ACN 683 264 664 as trustee for the Stephen Norris Technologies Unit Trust	Relevant interest under section 608(1) of the <i>Corporations Act 2001</i> (Cth), being a relevant interest arising through Stephen Norris being the beneficial owner of the securities. Stephen Norris acquired its relevant interest under a Subscription Agreement entered into between Stephen Norris Technologies Pty Ltd ACN 683 264 664 as trustee for the Stephen Norris Technologies Unit Trust and Talius Group Limited dated 23 December 2024, a copy of which is attached as Annexure 'A'.	286,050,000 fully paid ordinary shares

4. Details of present registered holders

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Stephen Norris Technologies Pty Ltd ACN 683 264 664 as trustee for the Stephen Norris Technologies Unit Trust	Stephen Norris Technologies Pty Ltd as trustee for the Stephen Norris Technologies Unit Trust	Stephen Norris Technologies Pty Ltd as trustee for the Stephen Norris Technologies Unit Trust	286,050,000 fully paid ordinary shares

5. Consideration

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

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Stephen Norris Technologies Pty Ltd ACN 683 264 664 as trustee for the Stephen Norris Technologies Unit Trust	31 December 2024	\$0.009 per ordinary share		286,050,000 fully paid ordinary shares

6. Associates

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

Name and ACN/ARSN (if applicable)	Nature of association
Stephen Norris Technologies Pty Ltd ACN 683 264 664 as trustee for the Stephen Norris Technologies Unit Trust	Stephen Norris is a director of Stephen Norris Technologies Pty Ltd ACN 683 264 664

7. Addresses

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

Name	Address
Stephen Norris and Stephen Norris Technologies Pty Ltd ACN 683 264 664 as trustee for the Stephen Norris Technologies Unit Trust	Level 1, 27 Carrington Street, Adelaide, South Australia 5000

Signature

print name Stephen Norris

capacity Director of Trustee

sign here



date 31 / 12 / 2024

DIRECTIONS

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

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

Annexure “A”

This is Annexure “A” of 16 pages (including this page) referred to in the Form 603 (Notice of initial substantial holder), signed by me and dated 31 December 2024



Stephen Norris

Director

Stephen Norris Technologies Pty Ltd ACN 683 264 664 as trustee for the Stephen Norris Technologies Unit Trust

Subscription Agreement

Talius Group Limited

ABN 62 111 823 762

Stephen Norris Technologies Pty Ltd

ACN 683 264 664

(as trustee for the Stephen Norris Technologies Unit Trust)

Subscription Agreement

Date 23 December 2024

Parties

Talius Group Limited ABN 62 111 823 762 of Unit 2/17 Cairns St, Loganholme QLD 4129

(Company)

Stephen Norris Technologies Pty Ltd ACN 683 264 664 as trustee for the Stephen Norris Technologies Unit Trust of Level 1, 27 Carrington Street, Adelaide, South Australia 5000

(Subscriber)

Background

- A. The Company is listed on ASX.
- B. The Subscriber has agreed to subscribe for the Subscription Shares, and the Company has agreed to issue the Subscription Shares to the Subscriber, on the terms and conditions of this Agreement.

Operative Provisions

1. Interpretation

1.1 Defined terms

In this document:

Agreement means this Agreement, including the Schedules and any annexure, exhibit or attachment to this Agreement, as it may later be amended or supplemented by the parties in writing.

ASIC means the Australian Securities and Investments Commission.

Associate has the meaning given in Division 2 of Part 1.2 of the Corporations Act as if:

- (a) section 12(1) of the Corporations Act included a reference to this document; and
- (b) the Company was the designated body.

ASX means ASX Limited ACN 008 624 691, or the market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX.

Australian Securities Laws means all applicable securities laws in Australia, including the Corporations Act and the ASX Listing Rules and all rules, regulations, published policies, regulatory guides guidance notes and notices of the ASX and ASIC.

Board means the board of directors of the Company, from time to time.

Business Day means:

- (a) for receiving a notice under clause 9, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is received; and
- (b) for all other purposes, a day that is not a Saturday, Sunday, public holiday or bank holiday in Brisbane, Queensland, Australia.

Claim means any claim, action, proceeding or demand, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Cleansing Notice means, in relation to any Shares, a notice in relation to those Shares in accordance with section 708A(5)(e) of the Corporations Act which complies with section 708A(6) of the Corporations Act.

Company's Warranties means each of the representations, warranties, undertakings and obligations given by the Company under this Agreement.

Completion means completion of the issue of the Subscription Shares in accordance with this Agreement.

Completion Date means the date that is 4 Business Days after the date this Agreement is executed by the parties or such later date as required by this Agreement (including under clause 5.3) or as agreed by the parties in writing.

Corporations Act means the *Corporations Act 2001* (Cth).

Director means a director of the Company, from time to time.

Immediately Available Funds means:

- (a) cash; or
- (b) bank cheque, telegraphic or other electronic means of transfer of cleared funds into a bank account nominated in advance by the payee.

A person is **Insolvent** if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or
- (b) it is in liquidation, in provisional liquidation, under administration or wound up or has had a Controller appointed to its property; or
- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this agreement); or
- (d) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or
- (e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or
- (f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which another party to this agreement reasonably deduces it is so subject); or
- (g) it is otherwise unable to pay its debts when they fall due; or
- (h) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

Liability includes liabilities, duties and obligations of any nature affecting the person concerned, however arising, including penalties, fines, taxes and interests, and including those which are prospective or contingent and those the amount of which for the time being is not ascertained or ascertainable.

Notice means a written notice, consent, approval, direction, order or other communication.

Notice Address means in respect of a party:

(a) the following addresses:

The Subscriber	Service address:	
	Email address:	stephen.norris@lifestyleplusgroup.com.au
	Attention:	Stephen Norris
The Company	Service address:	Unit 2/17 Cairns St, Loganholme QLD 4129
	Email address:	ramsay.carter@talius.com.au
	Attention:	The Directors

or

(b) where a party gives written notice to all other parties of another address or number, the last address or facsimile number so notified.

Share means a fully paid ordinary share in the Company.

Subscription Amount means \$2,574,450.00, being the total amount payable by the Subscriber for the Subscription Shares.

Subscription Price means \$0.009 per Subscription Share.

Subscription Shares means 286,050,000 Shares to be issued to the Subscriber under this Agreement, being the Subscription Amount divided by the Subscription Price.

Subsidiaries has the meaning given to that term in section 46 of the Corporations Act.

Third Party Interest includes a security interest (as that term is defined in section 12 of the *Personal Property Securities Act 2009* (Cth)) and any mortgage, charge, guarantee, bond, indemnity, lien, pledge, restriction against transfer, encumbrance and other third party interest of any kind.

Transaction has the meaning given in clause 2.1.

1.2 Interpretation

In this Agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to A\$, \$A, dollar or \$ is to Australian currency;

- (f) a reference to time is to Brisbane, Queensland, Australia time;
- (g) a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re enactments or replacements of any of them;
- (j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (k) the meaning of general words is not limited by specific examples introduced by including, for example, such as, in particular or similar expressions;
- (l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it; and

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Subscription for Shares

2.1 Subscription

The Subscriber agrees to subscribe for, and the Company agrees to issue to the Subscriber, the Subscription Shares free from all Third Party Interests for the Subscription Amount and otherwise on the terms and conditions set out in this Agreement (**Transaction**).

2.2 Use of funds

The Subscription Amount (together with the Company's existing funds) will be used for the following (subject to the duties of the Directors under the general law and Part 2D.1 of the Corporations Act):

- (a) bolstering the Company's balance sheet and increasing working capital for continued growth; and
- (b) continued investment in technology, especially the Talius Smartcare platform.

3. Completion

3.1 Time and place

Completion will take place on the Completion Date by electronic means or at such other place as the parties may agree in writing.

3.2 Completion requirements

- (a) At Completion:
 - (i) the Subscriber must:
 - (A) deliver to the Company by email or hard copy the duly executed application form for the Subscription Shares in the form contained in Schedule 1;
 - (B) pay the Subscription Amount to the Company in Immediately Available Funds to the bank account nominated by the Company; and
 - (ii) the Company must:
 - (A) issue the Subscription Shares to the Subscriber free from all Third Party Interests on the basis that they rank equally in all respects with Shares on issue on Completion;
 - (B) execute and lodge with ASX an Appendix 3B form applying for quotation of the Subscription Shares, and the Company must use its best endeavours to obtain such quotation;
 - (C) immediately following Completion, give to ASX a Cleansing Notice, or, if such notice cannot be provided, lodge with ASIC and ASX a prospectus for the purposes of section 708A(11) of the Corporations Act which will qualify the Subscription Shares for on-sale under section 708A(11)(b)(i) of the Corporations Act (subject to any applicable modifications or exemptions); and
 - (D) in compliance with the share registries normal procedures issue a holding statement to the Subscriber in respect of the Subscription Shares, which unless otherwise agreed, will be held on the issuer sponsored subregister;
- (b) In respect of Completion:
 - (i) the obligations of the parties under this Agreement are interdependent; and
 - (ii) all relevant actions required to be performed will be taken to have occurred simultaneously on the Completion Date.

3.3 ASX Listing Rules documents

- (a) The Company must prepare and lodge on a prompt and timely basis all documents required by the ASX Listing Rules as necessary for the consummation of the Transaction.
- (a) Each party must use all reasonable efforts to co-operate with each other and each of their representatives in:
 - (i) preparing all documents required to be lodged with ASX in connection with the execution, delivery and performance of the Transaction and this Agreement; and
 - (ii) timely lodgement of all such documents.

3.4 Mutual obligations

Each party must use all reasonable efforts to do or cause to be done, all other things necessary or appropriate to give effect to this Agreement and the Transaction.

4. Appointment of director

4.1 Appointment of director

- (a) Following Completion of the Transaction, and subject to Australian Securities Laws, the Subscriber will have the right, but not the obligation, to appoint a person as a non-executive director of the Company (**Nominated Director**), by written notice to the Company, and the Company, subject to any regulatory or probity check that may be required, must promptly procure the appointment of the Nominated Director as a director of the Company as soon as practicable after receiving written notice from the Subscriber, subject to receipt of a consent to act in accordance with the Corporations Act, and signed by the Nominated Director.
- (b) If the Subscriber holds less than 5.00% of the issued Shares for more than 30 consecutive days on which the ASX is open for trading, the Subscriber will procure that the Nominated Director tenders his or her resignation to the Board for consideration.
- (c) If a director of the Company nominated by the Subscriber under this clause 4 retires or is removed from the Board (other than in the circumstances set out in clause 4.1(b)), subject to Australian Securities Laws, the Subscriber will have the right, but not the obligation, to appoint a replacement non-executive director to the Board by written notice to the Company, and the Company, subject to any regulatory or probity check that may be required, must procure the appointment of such person as a director of the Company as soon as practicable after receiving written notice.
- (d) A director of the Company nominated by the Subscriber under this clause 4 may, subject to the Company's constitution, appoint an alternate director to act as a director of the Company in their absence. At any meeting of the Board at which their appointor does not attend the alternate director will have such number of votes as their appointor would have had if that appointor had attended the meeting of the Board.

5. Company's Warranties

5.1 Company's Warranties

The Company covenants with, and represents and warrants to, the Subscriber that, subject to clauses 5.4 and 5.5:

- (a) it is validly existing under the laws of its place of incorporation;
- (b) it has the power and authority to enter into and perform its obligations under this Agreement;
- (c) it has not stopped paying its debts as and when they fall due and is not insolvent or subject to voluntary administration;
- (d) the execution, delivery and performance of this Agreement by it will constitute legal, valid and binding obligations of it, enforceable in accordance with its terms;
- (e) no meeting has been convened, resolution proposed, petition presented, application made or order made for the winding up of it and no receiver, receiver and manager, provisional liquidator, liquidator or other officer of a court has been appointed in relation to any of its assets and no mortgagee has taken or attempted or indicated in any manner any intention to take possession of any of its assets;
- (f) the execution, delivery and performance by it of this Agreement will not:
 - (i) result in a breach of, or constitute a default under, any agreement or arrangement to which it is party or by which it is bound;

- (ii) result in a breach of any law or order, judgment or decree of any court, governmental agency or regulatory body to which it is a party or by which it is bound; or
- (iii) require shareholder approval under ASX Listing Rules 7.1 or otherwise;
- (g) the Subscription Shares will be issued free from all Third Party Interests;
- (h) on Completion of the Subscription Shares, the Subscriber will hold approximately 10.00% of the Shares on issue;
- (i) the Company has at all times been, and continues to be, in compliance with ASX Listing Rule 3.1;
- (j) the Company is not Insolvent; and
- (k) there is no restriction on issue of the Subscription Shares to the Subscriber and the Subscriber will acquire full legal and beneficial title to the relevant Subscription Shares on Completion, subject to registration of the Subscriber in the register of shareholders of the Company.

5.2 Accuracy of Company's Warranties

Subject to clause 5.5 the Company covenants, represents, warrants and undertakes to the Subscriber that each of the Company's Warranties is true and correct (in all material respects):

- (a) on the date of this Agreement; and
- (b) to its knowledge, will be, at all times from the date of this Agreement up to, and at, the Completion Date.

5.3 Termination

If, before Completion the Subscriber discovers a material breach of or a material inaccuracy in any of the Company's Warranties:

- (a) the Subscriber must serve a notice in writing (**Default Notice**) on the Company specifying the breach and allow the Company to remedy the breach (if the breach is capable of remedy) within 5 Business Days of the date of the Default Notice (**Remedy Period**);
- (b) if the Completion Date is a date within the Remedy Period, the parties agree that the Completion Date will then be the Business Day immediately following the expiry of the Remedy Period and the parties agree Completion will occur on such date; and
- (c) if the Company does not remedy the breach in accordance with the Default Notice, or the breach is incapable of being remedied, the Subscriber may terminate this Agreement by giving written notice to the Company at any time after the expiry of the Remedy Period specified in the Default Notice.

5.4 Qualifications

- (a) The Company will not have any Liability for or in connection with a Claim by the Subscriber for breach of a Company's Warranty (**Subscriber Claim**) and the Subscriber Claim is taken to have been waived and will be barred and unenforceable unless the Subscriber gives the Company Notice of reasonable particulars of the Subscriber Claim within the period of 12 months beginning on the Completion Date.
- (b) A Subscriber Claim notified to the Company in accordance with clause 5.4(a) is not enforceable against the Company and is taken to have been waived and will be barred and unenforceable unless the Subscriber commences legal proceedings in connection with the Subscriber Claim and serves the originating process on the Company within 9 months after the Subscriber gives the Company written notice of the Subscriber Claim in

accordance with clause 5.4(a).

- (c) The Company will not be liable to the Subscriber for any Subscriber Claim where the Subscriber Claim:
 - (i) is as a result of any law not in force at the date of this Agreement, including legislation which takes effect retrospectively;
 - (ii) is as a result of or in respect of a change in the judicial interpretation of the law in any jurisdiction after the date of this Agreement;
 - (iii) arises from anything done or not done by the Subscriber or any person acting or purporting to act, on behalf of the Subscriber; or
 - (iv) is actually known by the Subscriber, or its Associates at the date of this Agreement or at Completion.
- (d) In calculating the Liability of the Company for a Subscriber Claim arising under, in relation to or arising out of a breach of any Company's Warranty, any tax benefit or reduction available to the Subscriber (net of any tax payable as a result of the receipt of the amount in relation to any Subscriber Claim) as a result of the loss or damage arising from that breach must be taken into account.

5.5 Warranties do not apply to forecasts

- (a) Despite the contents of any material disclosed to the Subscriber, or any representations made, by or on behalf of the Company or any of its representatives or advisors, none of the Company's Warranties apply to any forecasts or forward-looking statements with respect to the future financial or operating performance of the Company.
- (b) The Subscriber agrees and acknowledges that it has not entered into this Agreement in reliance on any forecast or forward looking information or warranties or representations referred to in clause 5.5(a) and shall not be entitled to make a Claim against the Company in respect of any such material, warranty or representation to the extent it relates to any financial forecasts or forward-looking statements with respect to the future financial performance of the Company.

6. Subscriber's Warranties

6.1 Subscriber's Warranties

The Subscriber represents and warrants to the Company, at the date of this Agreement and the Completion Date, that:

- (a) it is a sophisticated investor or professional investor for the purposes of section 708 of the Corporations Act and is exempt from the disclosure requirements of Part 6D.2 of the Corporations Act;
- (b) it is validly existing under the laws of its place of incorporation;
- (c) it has the power and authority to enter into and perform its obligations under this Agreement;
- (d) the execution, delivery and performance of this Agreement by it will constitute legal, valid and binding obligations on it, enforceable in accordance with its terms;
- (e) no meeting has been convened, resolution proposed, petition presented, application made or order made for the winding up of it and no receiver, receiver and manager, provisional liquidator, liquidator or other officer of a court has been appointed in relation to any of its assets and no mortgagee has taken or attempted or indicated in any manner any intention

to take possession of any of its assets;

- (f) it is not insolvent and is not subject to voluntary administration; and
- (g) the execution, delivery and performance by it of this Agreement, or offer or subscription under this Agreement will not:
 - (i) result in a breach of, or constitute a default under, any agreement or arrangement to which it is party or by which it is bound; or
 - (ii) result in a breach of any law or order, judgment or decree of any court, governmental agency or regulatory body to which it is a party or by which it is bound.

6.2 Subscriber's Obligations

- (a) The Subscriber must (and must ensure that its Associates and relevant interested parties do) prepare and provide to the Company any relevant notices, material and information which it is required to provide under the Australian Securities Laws or ASX Listing Rules within the time required by the relevant Australian Securities Law or ASX Listing Rules, including (without limitation) substantial holding notices under section 671B of the Corporations Act.
- (b) Without limiting the above, the Subscriber must ensure that any substantial holding notice given by the Subscriber, its Associates or relevant interested parties in accordance with section 671B of the Corporations Act is true and correct in all respects and discloses the interests of each person who has a relevant interest in Shares.

The Company consents to any substantial holding notice given by the Subscriber, its Associates or relevant interested parties in accordance with section 671B of the Corporations Act being accompanied by a copy of this Agreement, if required by section 671B(4) of the Corporations Act.

6.3 Indemnity

The Subscriber indemnifies the Company against all Liability (including legal costs on a full indemnity basis) arising directly or indirectly from, and any costs, charges and expenses incurred in connection with, any inaccuracy in, or breach of, any of the Subscriber's Warranties, any of the Subscriber's obligations under this Agreement (including clause 6.2 (Subscriber's Obligations)), any breach by the Subscriber or its Associates of the Australian Securities Laws or ASX Listing Rules.

7. Announcements

7.1 Public announcements

Neither party may, before or after Completion of the Subscription Shares, make or send a public announcement, communication or circular concerning the transactions referred to in this document unless it has first provided the other party with a draft of the announcement, communication or circular and obtained the prior written consent of the other party, which consent is not to be unreasonably withheld or delayed.

7.2 Public announcements required by law

Clause 7.1 does not apply to a public announcement, communication or circular required by law or regulation of a stock exchange, if the party required to make or send it has:

- (a) to the extent practicable, provided the other party with sufficient notice to enable it to seek a protective order or other remedy; and
- (b) provided all assistance and co-operation that the other party considers necessary (acting reasonably) to prevent or minimise that disclosure.

8. GST

8.1 Interpretation

In this clause 8, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the meaning given to it in that Act.

8.2 GST gross up

If a party makes a supply under or in connection with this Agreement in respect of which GST is payable, the consideration for the supply but for the application of this clause 8.2 (GST exclusive consideration) is increased by an amount equal to the GST exclusive consideration multiplied by the rate of GST prevailing at the time the supply is made.

8.3 Reimbursements

If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the loss, cost or expense, and then increased in accordance with clause 8.2.

8.4 Tax invoice

A party need not make a payment for a taxable supply made under or in connection with this Agreement until it receives a tax invoice for the supply to which the payment relates.

9. Notices

- (a) Notices given under this Agreement must be in writing and sent to the Notice Address of the person to whom it is to be given.
- (b) Subject to clause 9(c), any Notice given in accordance with clause 9(a) will be deemed duly given and received:
 - (i) if delivered by hand, when left at the Notice Address of the party to whom it is to be given;
 - (ii) if sent by pre-paid post:
 - (A) in Australia to an Australian address, on the third Business Day after the date of postage; or
 - (B) in any other case, on the 10th Business Day after the date of postage;
 - (iii) if sent by facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the recipient's facsimile number, unless the recipient informs the sender that the transmission is illegible or incomplete within 4 hours of it being transmitted; and
 - (iv) if sent by email, at the time shown in the delivery confirmation report generated by the sender's email system (unless an answerback code is received by the sender which indicates the email transmission has not been successful); and
- (c) If any Notice is given, or deemed to be given, after 5:00 pm on a Business Day or on a day that is not a Business Day, then that Notice will be deemed to be given and received on the next Business Day.

10. Miscellaneous

10.1 Alterations

This Agreement may be altered only in writing signed by each party.

10.2 Approvals and consents

Except where this Agreement expressly states otherwise, a party may, in its absolute discretion, give conditionally or unconditionally or withhold any approval or consent under this Agreement.

10.3 Assignment

A party may only assign this Agreement or a right under this Agreement with the prior written consent of the other party.

10.4 Costs

Each party must pay its own costs of negotiating, preparing and executing this Agreement.

10.5 Survival

Any indemnity or any obligation of confidence under this Agreement is independent and survives termination of this Agreement. Any other term by its nature intended to survive termination of this Agreement survives termination of this Agreement.

10.6 Counterparts

This agreement may be executed in counterparts. All executed counterparts constitute one document.

10.7 No merger

The rights and obligations of the parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

10.8 Entire agreement

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

10.9 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement and any transactions contemplated by it.

10.10 Severability

A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this Agreement continue in force.

10.11 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

10.12 Confidentiality

A party may only use confidential information of another party for the purposes of this Agreement, and must keep the existence and the terms of this Agreement and any confidential information of another party confidential except where:

- (a) the information is public knowledge (but not because of a breach of this Agreement) or the party has independently created the information;
- (b) disclosure is required by law or a regulatory body (including a relevant stock exchange); or

- (c) disclosure is made to a person who must know for the purposes of this Agreement on the basis that the person keeps the information confidential.

10.13 Governing law and jurisdiction

This agreement is governed by the law of the State of Queensland, Australia and each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the courts of State of Queensland, Australia.

Schedule 1 – Application Form

Application Form

TO: Talius Group Limited ABN 62 111 823 762 (the **Company**)

Attention: Andrew Ritter

XXXXXX (Subscriber) applies for the allotment and issue of the Subscription Shares under the terms of the Subscription Agreement between Talius Group Limited and the Subscriber dated on or about XXXXXX (**Subscription Agreement**).

The Subscriber must pay the Subscription Amount to the Company in Immediately Available Funds into the following bank account **Talius to pre-insert**:

Account Holder:	Talius Group Limited
Bank:	
Branch BSB (Sort Code):	
Branch Name:	
Account No.:	
Swift code:	
Ref:	

The Subscriber hereby authorises the Company to register the Subscriber as the holder of the Subscription Shares on the issuer sponsored subregister and agrees to be bound by the Constitution of the Company.

Capitalised terms used in this Application Form have the meaning given to those terms in the Subscription Agreement.

Dated:

EXECUTED on behalf of XXXX by)
 who warrants that he/she has the requisite)
 authority to do so)
)

.....
 Name of Authorised Officer

.....
 Name of Authorised Officer


.....
 Name and Capacity (printed):

.....
 Name and Capacity (printed):

Date:/...../.....

EXECUTED as an Agreement.

EXECUTED by **Talius Group Limited**
ABN 62 111 823 762 in accordance with
section 127(1) of the *Corporations Act* by:

Signed by:

BECF68D56AED424...
Director

Leylan Dane Neep

Name (printed):

Signed by:


ED15D7E9E22F460...
Director/Secretary

Ramsay James Carter

Name (printed):

Date: 23/12/24

EXECUTED on behalf of **Stephen Norris**
Technologies Pty Ltd ACN 683 264 664 as
trustee for the **Stephen Norris Technologies**
Unit Trust in accordance with section 127 of
the *Corporations Act 2001* (Cth) by:

Signed by:

13ADAA802A78486...

Signature of sole director and company
secretary

STEPHEN GEORGE NORRIS

Name (printed):

Date: 23/12/24