

**Form 603**  
Corporations Act 2001  
Section 671B

## Notice of initial substantial holder

To Company Name/Scheme Sigma Healthcare Limited

ACN/ARSN 088 417 403

### 1. Details of substantial holder (1)

Name Sigma Healthcare Limited

ACN/ARSN (if applicable) 088 417 403

The holder became a substantial holder on 12/02/2025

### 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	5,581,198,993	5,581,198,993	48.33%

### 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
Sigma Healthcare Limited	Restrictions on the disposal of shares under the voluntary escrow arrangements described in Sigma's prospectus dated 10 February 2025 (see here: <a href="https://investorcentre.sigmahealthcare.com.au/static-files/711d93d3-b7a4-428a-aed6-7f22a87e4495">https://investorcentre.sigmahealthcare.com.au/static-files/711d93d3-b7a4-428a-aed6-7f22a87e4495</a> ) give Sigma Healthcare Limited a deemed relevant interest in its own shares under section 608(1)(c) of the <i>Corporations Act 2001</i> (Cth).  See Annexure A for a sample copy of the Voluntary Escrow Deeds.	5,581,198,993 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
Sigma Healthcare Limited	Certain shareholders of Sigma Healthcare Limited who were issued shares pursuant to the scheme of arrangement detailed in the Merger Implementation Agreement dated 11 December 2023 (see here: <a href="https://investorcentre.sigmahealthcare.com.au/static-files/cb34b741-4e29-4765-907b-77f7ec67cb1f">https://investorcentre.sigmahealthcare.com.au/static-files/cb34b741-4e29-4765-907b-77f7ec67cb1f</a> ).	As per each registered holder.	5,581,198,993 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
Sigma Healthcare Limited	N/A	N/A	N/A

**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
Sigma Healthcare Limited	Level 6, 2125 Dandenong Road, Clayton VIC 3168

**Signature**

print name Kara McGowan

capacity General Counsel &  
Company Secretary

sign here



date 14/02/2025

**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.

Execution version

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# **Voluntary escrow deed**

**Sigma Healthcare Limited (ACN 088 417 403)**

**The Holder specified in Item 2 of Schedule 2**

**The Controller(s) specified in Item 3 of Schedule 2**

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## Contents

	Page	
1	Defined terms and interpretation	1
	1.1 Definitions in the Dictionary	1
	1.2 Interpretation	1
2	Termination of Initial Voluntary Escrow Deed	1
3	Conditions precedent	2
4	Escrow restrictions	2
	4.1 Purpose	2
	4.2 Voluntary Escrow Shares	2
	4.3 Controller Interests	2
5	Holding Lock	2
	5.1 Agreement to Holding Lock	2
	5.2 Application of Holding Lock	2
	5.3 Removal of Holding Lock	2
6	Exceptions	3
	6.1 Exceptions to Deal	3
	6.2 Notice	4
7	Warranties	4
	7.1 Giving of warranties	4
	7.2 Warranties of Holder and Controller	4
	7.3 Breach of warranties	6
	7.4 Survival of warranties and representations	6
8	Permitted dealings with the Voluntary Escrow Shares	6
9	Breach	6
	9.1 Prevention of anticipated breach	6
	9.2 Consequences of breach	6
10	Amendment	7
11	Termination	7
12	Capacity	7

13	General	7
	13.1 Choice of law (Governing law)	7
	13.2 Choice of jurisdiction	8
	13.3 Further assurances	8
	13.4 Counterparts	8
	13.5 Time of essence	8
	13.6 Waiver	8
	13.7 Severability	8
	13.8 Variation	8
	13.9 Entire deed	8
14	Notices	9
	Schedule 1 Dictionary	11
	Schedule 2 Details	15
	Execution page	1

Date:

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## Parties

- 1 The party named in item 1 of Schedule 2 (Company)
- 2 The party named in item 2 of Schedule 2 (Holder)
- 3 The person(s) named in item 3 of Schedule 2 (Controllers and each a Controller)

## Background

- A The Company is listed on the official list of the ASX.
- B The Holder will hold the Voluntary Escrow Shares on or around the Implementation Date.
- C Pursuant to the Initial Voluntary Escrow Deed, the Holder agreed with the Company to escrow the Voluntary Escrow Shares pursuant to the terms of that deed.
- D The Holder and the Company intend to terminate the Initial Voluntary Escrow Deed and to escrow the Voluntary Escrow Shares pursuant to the terms of this deed.

**This deed witnesses as follows:**

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## 1 Defined terms and interpretation

### 1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

- (a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary;
- (b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act; and
- (c) which is defined in the GST Law, but is not defined in the Dictionary or the Corporations Act, has the meaning given to it in the GST Law.

### 1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

## 2 Termination of Initial Voluntary Escrow Deed

Each party acknowledges and agrees that the Initial Voluntary Escrow Deed is unconditionally and irrevocably terminated with effect from the date of this deed.

### 3 Conditions precedent

The respective rights and obligations of the parties under this deed are conditional upon the Scheme becoming Effective and the Holder being issued the Voluntary Escrow Shares.

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### 4 Escrow restrictions

#### 4.1 Purpose

The Holder agrees to have the Voluntary Escrow Shares subject to the escrow arrangements set out in this deed.

#### 4.2 Voluntary Escrow Shares

Subject to clause 6:

- (a) during the First Escrow Period, the Holder must not Deal in the Tranche 1 Voluntary Escrow Shares; and
- (b) during the Second Escrow Period, the Holder must not Deal in the Tranche 2 Voluntary Escrow Shares.

#### 4.3 Controller Interests

Subject to clause 6, the Controller agrees that it will not Deal with any or all of the Controller Interests:

- (a) in respect of the Tranche 1 Voluntary Escrow Shares, during the First Escrow Period; and
  - (b) in respect of the Tranche 2 Voluntary Escrow Shares, during the Second Escrow Period.
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### 5 Holding Lock

#### 5.1 Agreement to Holding Lock

Subject to clause 5.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Shares, which will be registered and held for the Holder on CHESSE or any other register to prevent a Dealing of the Voluntary Escrow Shares.

#### 5.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Shares upon implementation of the Scheme and may only remove the Holding Lock with respect to the Voluntary Escrow Shares if permitted under clause 6.

#### 5.3 Removal of Holding Lock

- (a) Upon request by the Holder or, where applicable, a Controller, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Shares to the extent necessary to facilitate a Dealing that is permitted under clause 6.
- (b) The Company must remove the Holding Lock with respect to:

- (i) the Voluntary Escrow Shares that are not Tranche 2 Voluntary Escrow Shares before 9:00am on the Trading Day after the end of the First Escrow Period; and
  - (ii) Tranche 2 Voluntary Escrow Shares before 9:00am on the Trading Day after the end of the Second Escrow Period.
- (c) The Company must notify ASX that the relevant Voluntary Escrow Shares will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.
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## 6 Exceptions

### 6.1 Exceptions to Deal

- (a) During the Escrow Period, the Holder may Deal in any of the Voluntary Escrow Shares and a Controller may Deal in its Controller Interests if the Dealing arises solely as a result of:
- (i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow 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
  - (ii) the transfer or cancellation of the Voluntary Escrow Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals,
- provided, in each case, that if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Shares not so transferred or cancelled. For the avoidance of doubt, the Controller can make a Dealing if required to enable the Holder to take any of the actions in this clause 6(a).
- (b) During the Escrow Period, the Holder may Deal in any of the Voluntary Escrow Shares to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Voluntary Escrow Shares will no longer be bound by any Holding Lock or restrictions on Dealing.
- (c) If the Holder or Controller is a natural person, notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may Deal in any of its Voluntary Escrow Shares or Controller Interests upon the death or incapacity of the Holder or Controller, provided that the transferee will no longer be bound by any Holding Lock or restrictions on Dealing.
- (d) During the Escrow Period, a Holder or Controller may Dispose of any or all of the Voluntary Escrow Shares or Controller Interests (as applicable) to another person provided that:

- (i) such transferee agrees to be bound by the terms and conditions of this deed for the remainder of the Escrow Period by entering into a deed equivalent to this deed; and
  - (ii) any such Disposal of a Voluntary Escrow Share or Controller Interests (as applicable) does not result in a change in the beneficial ownership of that Voluntary Escrow Share.
- (e) During the Escrow Period, the Holder may Deal in any of the Voluntary Escrow Shares to the extent permitted by the Company (which may only provide such permission with the consent of each of the independent non-executive directors of the Company).

## 6.2 Notice

If the Holder or Controller becomes aware:

- (a) that a Dealing in any Voluntary Escrow Shares or Controller Interests (as applicable) 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 Voluntary Escrow Shares or Controller Interests (as applicable) during the Escrow Period,

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

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# 7 Warranties

## 7.1 Giving of warranties

Each of the warranties and representations in this clause 7 is given in favour of the Company:

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

The warranties and representations in this clause 7 are given in respect of the relevant Voluntary Escrow Shares which the Holder holds and any and all Controller Interests which the Controller holds from time to time during the relevant Escrow Periods, except to the extent that the Voluntary Escrow Shares have been Dealt with in accordance with clause 6 of this deed.

## 7.2 Warranties of Holder and Controller

Each of the Holder and Controller jointly and severally warrants and represents the following with respect to themselves:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder or Controller (as applicable) has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (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 the Holder and each Controller (as applicable) of this deed does not and will not violate, breach or result in a contravention of:
  - (i) any applicable law, regulation or authorisation;
  - (ii) its constitution or other constituent documents (or, if the Holder or Controller (as applicable) is a Trustee, the trust deed for the Trust); or
  - (iii) any agreement, undertaking, encumbrance or document which is binding on that party;
- (e) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 0 of this deed if done or omitted during the Escrow Period;
- (f) no person has, or will have immediately following implementation of the Scheme have, any economic or beneficial interest in the Voluntary Escrow Shares or Controller Interests (as applicable) other than the Holder or the Controllers;
- (g) no person (other than the Holder or a Controller) has the power to direct or cause the direction of the management of the Holder or Controller (as applicable), whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or Controller (as applicable) or otherwise;
- (h) immediately following implementation of the Scheme, the Holder will hold the Voluntary Escrow Shares and each Controller will hold the Controller Interests as set out in as set out in Schedule 2;
- (i) the Holder and Controllers have not granted any encumbrances or any interests or rights to third parties in respect of the Voluntary Escrow Shares or Controller Interests (as applicable), and will not do so during the Escrow Period (other than permitted by this deed), such that the Voluntary Escrow Shares and Controller Interests are free from all encumbrances and other third party interests or rights;
- (j) the Voluntary Escrow Shares and Controller Interests (as applicable) will, immediately following implementation of the Scheme, be all of the securities, economic interests or other interests that the Holder or Controller (as applicable) directly or indirectly has in the Company, excluding securities in the Company subject to a separate voluntary escrow deed on substantially the same terms as this deed; and
- (k) if the Holder or a Controller (as applicable) is a Trustee:
  - (i) the Trustee is the sole trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove or replace it as trustee of the Trust;
  - (ii) the Holder or Controller (as applicable) has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder or Controller (as applicable) has not released or disposed of its equitable lien over that trust; and

- (iii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or settle the Trust.

### **7.3 Breach of warranties**

A breach of any of the warranties and representations in this clause 7 is a breach of the terms of this deed.

### **7.4 Survival of warranties and representations**

The warranties and representations in this clause 7 survive termination of this deed.

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## **8 Permitted dealings with the Voluntary Escrow Shares**

Nothing in this deed restricts the Holder or a Controller from dealing with the Voluntary Escrow Shares or Controller Interests (as applicable) or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Shares or Controller Interests (as applicable), including (without limitation) by:

- (a) exercising any voting rights attaching to Voluntary Escrow Shares;
- (b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Shares; and
- (c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Shares.

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## **9 Breach**

### **9.1 Prevention of anticipated breach**

If it appears to the Company that the Holder or Controller may breach this deed, the Company may take any steps necessary to prevent the breach and/or to enforce the deed.

### **9.2 Consequences of breach**

- (a) If the Holder or Controller breaches this deed, each of the following applies:
  - (i) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and
  - (ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition to other rights and remedies of the Company.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 4.1 and the Holder and each of the Controllers agree that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's and the Controllers' obligations under clause 0 without proof of actual damage and without prejudice to any of its other rights or remedies.

- (c) If the Holder or Controller breaches this deed, the Holder or Controller (as applicable) acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
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## 10 Amendment

This deed can only be amended or replaced by another deed executed by the parties.

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## 11 Termination

This deed terminates automatically if:

- (a) the Merger Implementation Agreement is terminated prior to the Scheme becoming Effective; or
  - (b) otherwise when the Holding Lock is released in full in respect of all Voluntary Escrow Shares and Controller Interests.
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## 12 Capacity

If the Holder or Controller has entered into this deed as a trustee:

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 12 but subject to clause 12(c), the Holder or Controller (as applicable) enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder or Controller (as applicable) only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder or Controller (as applicable) is actually indemnified for the liability. The Holder or Controller (as applicable) will exercise its rights of indemnification in order to satisfy its obligations under this deed;
  - (b) subject to clause 12(c), a party to this deed may not sue the Holder or Controller (as applicable) in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder or Controller (as applicable) of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and
  - (c) the provisions of this clause 12 will not apply to any obligation or liability of the Holder or Controller (as applicable) to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder or Controller (as applicable) is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's or Controller's (as applicable) fraud, negligence, improper performance of duties or breach of trust.
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## 13 General

### 13.1 Choice of law (Governing law)

This deed is governed by the laws of Victoria, Australia.

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### **13.2 Choice of jurisdiction**

Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria, Australia, including, for the avoidance of doubt, the Federal Court of Australia sitting in Victoria, Australia.

### **13.3 Further assurances**

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

### **13.4 Counterparts**

This deed may be executed in any number of counterparts, each of which:

- (a) may be executed electronically or in handwriting; and
- (b) will be deemed an original whether kept in electronic or paper form, and all of which taken together will constitute one and the same document.

Without limiting the foregoing, if the signatures on behalf of one party are on more than one copy of this deed, this shall be taken to be the same as, and have the same effect as, if all of those signatures were on the same counterpart of this deed.

### **13.5 Time of essence**

Time is of the essence to this deed.

### **13.6 Waiver**

- (a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.
- (c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

### **13.7 Severability**

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

### **13.8 Variation**

No variation of this deed is effective unless made in writing and signed by each party.

### **13.9 Entire deed**

This deed constitutes the entire agreement of the parties in relation to its content and supersedes all prior discussions, undertakings agreements and deeds (including, for the avoidance of any doubt, the Initial Voluntary Escrow Deed)..

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## 14 Notices

- (a) Unless expressly stated otherwise in this deed a notice, consent or other communication given under this deed including, but not limited to, a request, certificate, demand, consent, waiver or approval, to or by a party to this deed (**Notice**):
- (i) must be in legible writing and in English;
  - (ii) must be addressed to the party to whom it is to be given (**Addressee**) at the address set out below or to any other address a party notifies to the other under this clause:
    - (A) if to the Company:

Address: Level 6, 2125 Dandenong Road, Melbourne VIC 3168  
Attention: Kara McGowan  
Position: General Counsel & Company Secretary  
Email: Kara.McGowan@sigmahealthcare.com.au

with copy to Adam D'Andreti, Partner, Gilbert + Tobin at  
adandreti@gtlaw.com.au
    - (B) if to the Holder or Controller (as applicable), the details provided at item 2 of Schedule 2.
  - (iii) must be signed by or on behalf of the sender (if an individual) or an Officer of the sender;
  - (iv) must be either:
    - (A) delivered by hand or sent by pre-paid mail (by airmail if sent to or from a place outside of Australia) to the Addressee; or
    - (B) sent by email to the Addressee's email address; and
  - (v) is deemed to be received by the Addressee in accordance with clause 14(c).
- (b) If:
- (i) a party changes its address and fails to notify the other party of this change and the new address, delivery of Notices marked to the attention of the Addressee at that new address is deemed compliant with the notice obligations under this clause;
  - (ii) an individual named in clause 14(a) ceases to work in the role specified or ceases to work for the Addressee and the Addressee fails to notify the other party of an alternative individual, delivery of notices marked to the attention of an individual in the same or equivalent role at that party is deemed compliant with the notice obligations under this clause;
- (c) Without limiting any other means by which the sender may be able to prove that a Notice has been received by the Addressee, a Notice is deemed to be received:
- (i) if sent by hand, when delivered to the Addressee;

- (ii) if sent by post, on the 6<sup>th</sup> Business Day after the date of posting, or if to or from a place outside Australia, on the 10<sup>th</sup> Business Day after the date of posting; or
- (iii) if sent by email:
  - (A) when the sender receives an automated message confirming delivery; or
  - (B) five 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 been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Addressee's time), it is deemed to be received at 9.00am on the following Business Day.

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## Schedule 1 Dictionary

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### 1 Dictionary

The following definitions apply in this deed.

**ASIC** means the Australian Securities and Investments Commission.

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

**ASX Listing Rules** means the listing rules of ASX.

**Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Melbourne, Victoria, Australia.

**Controllers** means each person named in item 3 of Schedule 2 and **Controller** means any one of those persons.

**Controller Interests** means the securities, economic interests or other interests in the Voluntary Escrow Shares in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of Schedule 2.

**Corporations Act** means *Corporations Act 2001* (Cth), as amended or relieved by any applicable ASIC class order or any other ASIC instrument.

**CW Group** means CW Group Holdings Limited (ACN 635 851 839).

**Dealing**, in respect of any Voluntary Escrow Shares or Controller Interest, means to directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Share or Controller Interest (as applicable);
- (a) encumber or grant a security interest over such Voluntary Escrow Share or Controller Interest (as applicable) or any legal, beneficial or economic interest in that Voluntary Escrow Share or Controller Interest (as applicable);
- (b) grant or exercise an option in respect of such Voluntary Escrow Share or Controller Interest (as applicable);
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Share or Controller Interest (as applicable); or
- (d) agree to do any of those things,

and **Deal** and **Dealt** has a corresponding meaning.

**Dispose** has the meaning given in the ASX Listing Rules.

**Effective** has the meaning given to that term in the Merger Implementation Agreement

**Escrow Period** means the period for which the Voluntary Escrow Shares are escrowed as set out in item 4 of Schedule 2.

**First Escrow Period** means the period for which the Tranche 1 Voluntary Escrow Shares are escrowed as set out in item 4 of Schedule 2.

**GST Law** has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Holding Lock** has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

**Implementation Date** has the meaning given in the Merger Implementation Agreement.

**Initial Voluntary Escrow Deed** means the Voluntary Escrow Deed between the Company and [REDACTED] dated 11 December 2023.

**Merger Implementation Agreement** means the agreement dated 11 December 2023 between CW Group and the Company.

**Scheme** has the meaning given to that term in the Merger Implementation Agreement.

**Second Escrow Period** means the period for which the Tranche 2 Voluntary Escrow Shares are escrowed as set out in item 4 of Schedule 2.

**Share** means a fully paid ordinary share in the capital of the Company.

**Takeover Bid** has the meaning given in the Corporations Act.

**Trading Day** has the meaning given in the ASX Listing Rules.

**Tranche 1 Voluntary Escrow Shares** means the Shares set out in item 5 of Schedule 2 in the row titled "Tranche 1 Voluntary Escrow Shares".

**Tranche 2 Voluntary Escrow Shares** means the Shares set out in item 5 of Schedule 2 in the row titled "Tranche 2 Voluntary Escrow Shares".

**Trust** has the meaning given in clause 7.2(k).

**Trustee** has the meaning given in clause 7.2(k).

**Voluntary Escrow Shares** means all of the Shares allotted to the Holder on or around the Implementation Date.

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## 2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;

- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;
- (f) a reference to:
  - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;
  - (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
  - (iii) a party includes its agents, successors and permitted assigns;
  - (iv) a document includes all amendments or supplements to that document;
  - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
  - (vi) this deed includes all schedules and attachments to it;
  - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;
  - (viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;
  - (ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
  - (x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;
- (g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;
- (i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- (j) in determining the time of day where relevant to this deed, the relevant time of day is:
  - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
  - (ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;

- (k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur;
- (l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event; and
- (m) where no Controller is named in item 3 of Schedule 2, then references in this deed to Controller, Controllers and Controller Interests may be disregarded when applying the terms and conditions of this deed.

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### **3 Compliance with ASX Listing Rules**

During the Escrow Period, and for so long as the Company is listed on the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

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## Schedule 2 Details

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### 1 Company

Sigma Healthcare Limited ACN 088 417 403 of Level 6, 2125 Dandenong Road, Clayton VIC 3168

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### 2 Holder

[REDACTED]

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### 3 Controller(s)

Controller	Address and other notice details
[REDACTED]	[REDACTED]

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### 4 Escrow Period

- (a) **First Escrow Period** means the period commencing on the Implementation Date and ending on the earlier of 31 August 2025 and at the close of trading on ASX on the day of the announcement of the Company's financial results (whether unaudited, audited or reviewed) for the period ending 30 June 2025; and
  - (b) **Second Escrow Period** means the period commencing at the end of the First Escrow Period and ending on the earlier of 31 August 2026 or at the close of trading on ASX on the day of the announcement of the Company's financial results (whether unaudited, audited or reviewed) for the period ending 30 June 2026.
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### 5 Particulars of Voluntary Escrow Shares

Tranche 1 Voluntary Escrow Shares	100% of the Voluntary Escrow Shares
Tranche 2 Voluntary Escrow Shares	90% of the Voluntary Escrow Shares

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### 6 Particulars of Controller Interests

Controller	Particulars of Controller Interests
[REDACTED]	[REDACTED]

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## Execution page

Executed as a deed.

### Company

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Signed, sealed and delivered by **Sigma Healthcare Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

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Signature of director

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Signature of director/secretary

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Name of director (print)

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Name of director/secretary (print)

**Holder**

