



Marble Bar Asset Management LLP
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ASX
Exchange Centre
20 Bridge Street
Sydney NSW 2000

22 September 2021

Dear Sir/Madam

Please find enclosed an amended version of 603 Notice of Initial Substantial Holder which was submitted by fax to ASX yesterday, 21 September 2021. The correction in this version relates to the details of the voting power percentage.

If you require any further information, please do not hesitate to contact us on +44 (0)20 3023 8195 or by email at compliance@mbamfunds.com.

Yours sincerely

A handwritten signature in black ink, appearing to read "Adrian", followed by a long horizontal flourish.

Adrian Hornzee

Chief Operating Officer

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme SSH Group Ltd

ACN/ARSN 140 110 130

1. Details of substantial holder (1)

Name Farmer Court Limited

ACN/ARSN (if applicable) N/A

The holder became a substantial holder on Firs became a substantial holder on 16 August 2021 when the company undertook a IPO/Public Offer of the issue of ordinary shares (Shares) in SSH Group Ltd which completed on 16 August 2021 as described in the Letter of Offer from Taurus Capital on 10 August 2021. This notice describes the voting power and relevant interests of the substantial holder as at 17 September 2021 when SSH Group Listed. 17/09/2021

2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
ordinary shares	4,500,000	4,500,000	7.52%

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
Marble Bar Asset Manangement LLP	beneficially held	4,500,000 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
J.P. Morgan Prime Nominees Ltd.	Farmer Court Limited	J.P Morgan Prime Nominees Ltd/Farmer Court Limited	4,500,000 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	
Farmer Court Limited	16/08/2021	900,000 AUD		4,500,000 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	

7. Addresses

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

Name	Address
Farmer Court Limited	Seventh Floor, South Block, 55 Baker Street, London, W1U 8EW, United Kingdom

Signature

print name **Adrian Hornzee** capacity **Chief Operating Officer**

sign here  date **22/09/2021**

DIRECTIONS

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

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

relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.



Taurus Capital Group Pty Ltd
 ABN 92 622 499 834
 Unit 7, 1 Alvan Street, Mount Lawley WA 6050
 Ph: 08 6155 1999
 Corporate Authorised Representative (1260921) of RM Capital Pty Ltd (AFSL 221938)

10 August 2021

Marble Bar Asset Management LLP <Farmer Court Limited A/C>
 Att Custodian: Rob Nichols, JP Morgan Securities Australia
 7th Floor, South Block, 55 Baker St, London W1U 8EW
 Account Number: 364292

By Email: mbamoperations@mbamfunds.com

Dear Rob,

SSH Group Limited ("SSH Group Limited" or the "Company") Letter of Offer

SSH Group Limited is undertaking a IPO / Public Offer of fully paid ordinary Shares ("IPO / Public Offer **Shares**") at a price of \$0.20 per fully paid ordinary Share in the Company.

The purpose of this letter is to confirm the terms on which you agree to accept your allocation of Shares in the Public Offer ("**Firm Allocation**"). You are required to contract with Taurus Capital Group Pty Ltd ("Taurus Capital") as principal.

ALLOCATION CONFIRMATION

On behalf of the Company, Taurus Capital is pleased to confirm the following irrevocable and Firm Allocation of Shares to you on the terms and conditions contained in this letter and the schedules attached to this letter of offer which forms part of the agreement between Taurus Capital and you ("**Letter Agreement**"):

Number of Shares	Total Investment Amount	Price Per Share
4,500,000	\$900,000.00	A\$0.20

OFFER DETAILS

SSH Group Limited ASX Code: SSH

We are pleased to offer you the opportunity to participate in the capital raising being undertaken by SSH Group Limited.

SSH Group Limited is completing an IPO to raise up to AUD \$6,250,000 (before costs) comprising 31,250,000 shares at an issue price of \$0.20 per share.

Taurus Capital is offering their clients an opportunity to participate in the IPO, whereby Taurus Capital has agreed to raise up to AUD \$3,750,000 comprising of 18,750,000 shares at an issue price of \$0.20 per share.

COMPANY'S PURPOSE FOR THE RAISING OF CAPITAL

The Company intends to apply funds raised from the Offer towards:

- Retire extended short-term payables
- Reduce short-term debt
- Capital equipment purchases
- Working capital
- Corporate and administration costs
- Costs of the Offer and Acquisition

GENERAL ADVICE WARNING

Please ensure that you read any attached Product Disclosure Statement, Information Memorandum, fact sheet, Prospectus, or other document carefully and contact me, prior to investing, if you have any questions. I have forwarded you this document because you have expressed a general interest in having these types of offers referred to you for your perusal and consideration.

It is very important that you note that this offer has been made and the attached documents prepared **without taking into consideration any of your objectives, financial situation or needs**, and because of that it is important that you carefully consider the appropriateness of the financial product to your personal circumstances **before** investing. If Taurus Capital is giving personal advice and this offer has been made taking into consideration your financial objectives and you are a retail client or superannuation fund, then you will receive Corporations Act chapter 6 statutory documentation from Taurus Capital following this offer letter.

All investments tend to be impacted to some degree by current market, economic, political and legal influences. It is often beyond the ability and resources of persons not working in financial markets to be constantly aware of these influences. As consequence, we strongly recommend that you ask for professional advice from one of our financial advisers **before** proceeding to acquire or dispose of any investment of financial product.

If you take action based on incomplete information you risk a circumstance where the transactions you undertake may not be entirely compatible or suitable for your circumstances and you risk making a financial commitment to a financial product or investment that may not be appropriate to your needs, objectives or financial circumstance.

RISKS

The Risks involved in investing in speculative companies are low trade volumes which may result in the stock being illiquid and when you go to sell your stock there may not be sufficient volumes at the price you want.

If expected future announcements do not meet market expectations you could see a significant decrease in share price.

There is also the risk that you may lose capital or the risk that you will not have the capacity to re-contribute to capital as a result of a failure of the markets or a collapse of the stock.

Other Generic risks when investing in any speculative company need to be considered. These are listed below:

- a) Limited History of the Company and its Projects
- b) Target Estimates and Development Success
- c) No JORC compliant resource if a resource company
- d) Operating Risks
- e) If the Company is experiencing a period of rapid growth and it may not be able to manage the growth
- f) Sovereign and Political Risks Associated with operating in the country the projects are in
- g) Legal Risks Associated with Operating in the country the projects are in
- h) Title Risks Associated with the projects, tenure and access or Failure to Satisfy Expenditure Commitments
- i) Uncertainties Regarding tax
- j) Government may Impose Restrictions or tariffs on the project
- k) Co-Existence Rights or Competition risks
- l) Operating risks, Joint Venture Parties, Contractors and Contractual Disputes or Force Majeure
- m) Infrastructure
- n) The Company may not have significant enough Insurance Coverage to cover potential losses
- o) Environmental and Regulatory or Litigation Risks
- p) Currency fluctuations when dealing with overseas projects
- q) Reliance on Key Personnel - The responsibility of overseeing the day-to-day operations and the strategic management of the Company depends substantially on its senior management and its key personnel. There can be no assurance given that there will be no detrimental impact on the Company if one or more of these employees cease their employment.

Economic Risks - General economic conditions, movements in interest and inflation rates and currency exchange rates may have an adverse effect on the Company. Specifically, the Company may be impacted by:

- a) general economic outlook;
- b) interest rates and inflation rates;
- c) currency fluctuations;
- d) changes in investor sentiment toward particular market sectors;
- e) the demand for, and supply of, capital; and
- f) terrorism or other hostilities.

ALLOCATION PERSONAL – PUBLIC OFFER SHARES

The allocation of Shares to you and the agreement arising from confirmation of the Firm Commitment is personal to you and does not constitute an offer to any other person or to the public generally in Australia or anywhere else. You may not assign, transfer, or in any other manner, deal with your Public Offer Shares, or your rights or obligations under the agreement arising from the confirmation of the Firm Commitment without the prior written agreement of the Company in accordance with all relevant legal requirements.

GENERAL

- a) If any provision of agreement constituted by this Letter Agreement and your acceptance is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.
- b) An amendment or variation to the terms of this letter is not effective unless it is in writing and signed by Taurus Capital.
- c) The failure by Taurus Capital or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right by Taurus Capital does not preclude either its exercise in the future or the exercise of any other power or right. A waiver by Taurus Capital is not effective unless it is in writing. Waiver of a power or right by Taurus Capital is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.
- d) The law of Western Australia governs the offer of the Public Offer Shares. The parties submit to the non-exclusivity jurisdiction of the courts of Western Australia and the Federal Court of Australia.
- e) You must promptly, at your own cost, do all things (including executing all documents) necessary or desirable to give full effect or better effect to the terms of this Letter Agreement.
- f) The agreement constituted by this Letter Agreement may be executed in any number of counterparts (including by way of facsimile) each of which shall be deemed for all purposes to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

DISCLOSURES

Taurus Capital's directors, advisors and associated entities may have an interest in SSH Group Limited shares.

Should you take up a full allocation offered to you in SSH Group Limited, the company will pay Taurus Capital a fee of up to 6% excluding GST for the amount you invested. Your adviser will then receive a share of this fee in line with his commission split.

ACCEPTANCE AND SETTLEMENT

The most convenient way to confirm your irrevocable acceptance of the firm allocation is by clicking on the royal blue (Electronic Acceptance of Offer) link located on the ACTION REQUIRED email you just received, by **5:00PM (WST) Thursday, 12 August 2021**. You will then receive a prompt to generate Payment Details and Acceptance Confirmation.

OR sign and return a copy of the Acceptance & Payment authorisation form to Taurus Capital before the closing date of **5:00PM (WST) Thursday, 12 August 2021**.

Scan by Email to	admin@tauruscapital.net.au
By Post/By Hand	Taurus Capital, Unit 7, 1 Alvan Street, Mount Lawley WA 6050

This offer will be settling Delivery versus Payment (DvP) on Monday, 16th August 2021.

Please ensure there are sufficient funds in your linked bank account the day before settlement is due.

If you have any queries in relation to this offer or the documents you have received, please feel free to contact Candice Fleay, Administration Officer on (08) 6155 1999 or candice@tauruscapital.net.au.

Yours sincerely

Taurus Capital Group Pty Ltd

SCHEDULE 2 - ACCEPTANCE AND PAYMENT AUTHORISATION FORM

To: Taurus Capital - on behalf of **SSH Group Limited**
Attention: Candice Fleay
Email: admin@tauruscapital.net.au or paul@tauruscapital.net.au

10 August 2021

Please be sure to sign and return this Acceptance and Payment Authorisation Form before the closing date.

OR confirm your acceptance by pressing on the Electronic Acceptance link on the email before the closing date.

Client Account: Marble Bar Asset Management LLP <Farmer Court Limited A/C>
Adviser: Paul Sharbanee
Account Number: 364292
By Email: mbamoperations@mbamfunds.com

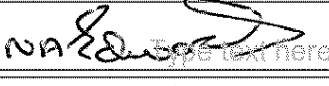
We hereby accept the offer of Shares in the capital of SSH Group Limited on the terms and conditions as set out in the Letter Agreement as summarised below:

Number of Shares	Total Investment Amount	Price Per Share
4,500,000	AUD \$900,000.00	AUD \$0.20

I / We acknowledge and agree with Taurus Capital as follows:

- to be bound by all the "Terms and Conditions" as set out in the Letter Agreement;
- acceptance of the Firm Allocation is an irrevocable acceptance. If this is an excluded offer, we understand that we will not receive a disclosure document (such as a prospectus) in relation to the Firm Allocation;
- I/we are able to assess the merits of this Firm Allocation and that I/we are fully aware of the risks associated with an investment in SSH Group Limited;
- that where required, we have provided the documentary evidence confirming that I/we meet the requirements of Section 708 of the Corporations Act or are otherwise a person to whom disclosure is not required to be made under Chapter 6D of the Corporations Act. If we have not provided the necessary documentary evidence to Taurus Capital by 5:00PM (WST) Thursday, 12 August 2021 then Taurus Capital reserves the right to withdraw this Firm Allocation and reallocate to another client;
- the closing date for payment, signing and returning the Acceptance and Payment Authorisation Form and Application Form (if necessary) is 5:00PM (WST) Thursday, 12 August 2021. If the signed Acceptance and Payment Authorisation Form (and Application Form (if necessary)) and funds are not returned to Taurus Capital by 5:00PM (WST) Thursday, 12 August 2021 then Taurus Capital reserves the right to withdraw this Firm Allocation and reallocate to another client;
- I/we have read the Letter Agreement, Prospectus/Information Memorandum (if applicable), and or other attachments required to be read in conjunction with this Firm Allocation and agree to be bound by the terms and conditions of the Letter Agreement;
- I/we authorise Taurus Capital to complete the Application Form (if necessary) for us; and
- I/we understand that due to the short time frames involved in capital raisings that it may not be practicable for Taurus Capital to issue a Statement of Advice before providing the financial service. In the event that I/we have not previously received a Statement of Advice, and a Statement of Advice is required to be given to me in accordance with the Regulations, I/We provide herewith my express consent to issue the Statement within 5 days.

* By executing this acceptance form on behalf of a Company, joint holding or other entity where you are not the sole shareholder, you acknowledge that you have the requisite legal capacity, power, right and authority to accept the Firm Allocation of Shares and otherwise perform your obligations under this Letter Agreement.

Signature*		Name	Nicola Edwards
Title	Compliance Officer	Date	13th August 2021

SCHEDULE 1 – TERMS AND CONDITIONS

Terms and Conditions

Conditions Precedent

This issue of the Shares to you is conditional on the Company, in its discretion, being satisfied that it is able to make this Firm Allocation to you under the Corporations Act. Should this condition not be satisfied, the Company and therefore Taurus Capital may by notice terminate this Firm Allocation, and all of your rights and obligations and all of the Company's rights and obligations under the Firm Allocation will be immediately terminated. It may also be that a smaller number of Shares are offered to you by Taurus Capital due to unforeseen circumstances such as a claw-back by the company, regulatory or ASX approval not being granted for the issue or some other factor. In these circumstances, you agree to take the smaller number of Shares and agree to indemnify Taurus Capital for any potential loss or potential missed profits.

Anti-Money Laundering and Counter-Terrorism Financing Act

If you are not an existing client of Taurus Capital, the Firm Allocation is subject to and conditional upon Taurus Capital receiving from you the requisite identification documentation duly verified in compliance with the Australian Anti-Money Laundering and Counter-Terrorism Financing Act on or before the Closing Date ("**Identification Documents**"). If the Identification Documents are not received by Taurus Capital or do not comply with the Anti-Money Laundering and Counter Terrorism Financing Act you will not be issued with any Shares in the Company and you agree that you will not have any claim of any kind against Taurus Capital or the Company in respect of the Firm Allocation.

Settlement

If you fail to apply for all or part of your Firm Allocation by the time required by this Letter Agreement, Taurus Capital may without notice to you apply (or procure that a third party applies) for those Shares ("**Unsettled Shares**") and, in addition to any other obligations under this Letter Agreement, you indemnify Taurus Capital and any of its affiliates for any cost or loss associated with so doing (including any loss on sale of those Unsettled Shares).

Trading in Shares

Should the Company apply to a Licensed Exchange for the Shares to be admitted to official list and for quotation there may be Escrow restrictions applied to the holding. Please note that Taurus Capital cannot deal for you in the Shares either as principal or agent until official quotation is granted by way of a release of an Appendix 3B or other relevant notice by the Exchange, or the securities being issued to your HIN or SRN.

Offer Personal

This Firm Allocation and, upon its acceptance, the Letter Agreement, is personal to you and does not constitute an offer to any other person, licensed dealer, or to the public generally in Australia or anywhere else. Other than in accordance with this Firm Allocation, you may not assign, transfer, lay-off, syndicate or in any other manner, deal with your rights or obligations arising from the acceptance of this Firm Allocation without Taurus Capital' prior written agreement and in accordance with all the relevant legal requirements. You may instruct your nominee to apply for your Shares on your behalf.

Confidentiality

The information contained in this Letter Agreement is confidential and price sensitive. You must keep the existence and the terms of the Letter Agreement confidential unless the information becomes public knowledge (except as a result of an unauthorised disclosure by you); or disclosure is required by law or a regulatory body (including a relevant securities exchange).

Offer Subject to Shareholder Approval

Where the issue of Shares to you is be subject to the shareholders of the Company approving the issue, in the event the Condition is not satisfied or waived by the Company, you will not be issued any Shares and you agree that you will not have any claim of any kind against Taurus Capital or the Company in respect of the Shares.

Representations, Warranties and Agreements

By confirming your acceptance of the firm commitment by completing the Acceptance and Payment Authorisation Form, you represent, warrant and agree for the benefit of the Company, Taurus Capital, each of their respective related bodies corporate and the directors, officers, employees and agents of any of them ("**Affiliates**") that:

- a. you agree to be bound by the terms and conditions of this Letter Agreement and, in accepting this Firm Allocation, you agree to make or procure payment for the Shares on the terms set out herein;
- b. you understand that this Firm Allocation to you has not been and will not be registered under the Securities Act or laws of any state or other jurisdiction in the United States. Therefore, you agree that you will not offer, sell, pledge, transfer or otherwise dispose of any Shares in the United States or to a U.S. investor unless and until the Shares are registered under the Securities Act (which you acknowledge the Company and Taurus Capital have no obligation to do) or offered, sold, pledged, transferred or otherwise disposed of in a transaction exempt from, or not subject to, the registration requirements of the Securities Act or the laws of any state or other jurisdiction in the United States.;

- c. you are not in the United States nor are you a U.S. person (as defined in Regulation S under the Securities Act), or acting for the account or benefit of a U.S. person, and you are acquiring the Shares in an offshore transaction in accordance with Regulation S under the Securities Act as such term is defined in Rule 903 under the Securities Act;
- d. if you are outside Australia, you are a person to whom an invitation or offer to subscribe for the Shares in the manner contemplated by this Letter Agreement is permitted by the laws of the jurisdiction in which you are situated or where you made a verbal offer and to whom the Shares can lawfully be issued under all applicable laws, without the need for any registration or lodgement;
- e. your acceptance of Shares under this Firm Allocation and your performance of the obligations under the Letter Agreement arising on acceptance of this Firm Allocation does not breach and complies with the requirements of all relevant laws and regulations (including, without limitation, the requirements of the Foreign Acquisitions and Takeovers Act 1975 (Australia) of Australia and any other applicable jurisdiction;
- f. you have made your own enquiries and relied upon your own assessment as to the assets and liabilities, financial position, profits and losses and prospects of the Company, the rights attaching to the Shares, and have conducted your own investigations with respect to the Shares on offer and the Company including, without limitation, the particular tax consequences of purchasing, owning or disposing of the Shares in light of your particular situation as well as any consequences arising under the laws of any other taxing jurisdiction. You acknowledge that an investment in the Shares involves a risk of loss;
- g. where the Company is raising seed capital and is not yet listed on a Licensed Exchange, you agree to be bound by the conditions of any Restriction agreement imposed by an Exchange. Where a Restriction Agreement is imposed you may be restricted from selling or otherwise disposing of your Shares for the term of the restriction Agreement;
- h. you have had access to all information that you believe is necessary or appropriate in connection with your submission of an irrevocable offer to subscribe for Shares. No disclosure document has been prepared or lodged with the ASIC in connection with this Firm Allocation;
- i. you acknowledge that if this is an exempt offer under Section 708 of the Act then you have not received a disclosure document in relation to the Firm Allocation, and that you are either an experienced investor, sophisticated investor or professional investor pursuant to Section 708 of the Act, or otherwise a person to whom a disclosure document is not required to be given under Chapter 6D of the Act;
- j. you acknowledge and agree that you will accept the decisions and actions of Taurus Capital under or in respect of the Firm Allocation including, but not limited to, amendment of the timetable for the Firm Allocation as set out above, reduction in the amount of securities offered and Taurus Capital is not obliged to consult with you as to any such matter or qualify the exercise or non-exercise of the powers or discretions of Taurus Capital under the Firm Allocation in any way;
- k. before subscribing for the Firm Allocation, you should consider, with the assistance of your financial adviser, whether the potential investment is appropriate in light of your particular investment needs, objectives and financial circumstances;
- l. you have the requisite legal capacity, power, right and authority to accept the Firm Allocation of Shares and otherwise perform your obligations under this Letter Agreement;
- m. your obligations in respect of the Firm Commitment will terminate only if the obligations of Taurus Capital under the mandate letter between the Company and Taurus Capital ("**Mandate Letter**") cease or are terminated. Taurus Capital will have the discretion as to whether or not to rely upon its right to elect that its obligations shall cease or to terminate its obligations in the circumstances contemplated by the Mandate Letter or as otherwise mutually agreed between the parties to the Mandate Letter. Taurus Capital' discretion as to whether or not to terminate will be absolute and you agree that you will not have any claim of any kind against Taurus Capital as a result of the exercise of that discretion;
- n. this Firm Allocation and the terms of this Letter Agreement do not constitute a personal securities recommendation or personal financial product advice, unless specifically stated, and Taurus Capital has not had regard to your particular objectives, financial situation or risk. You should make your own assessment of the Company and the Firm Allocation;
- o. Taurus Capital is not responsible for the accuracy and completeness of and has no obligation to enforce any representations or warranties given by the Company as disclosed in this Letter Agreement;
- p. except for any liability which cannot by law be excluded, neither Taurus Capital, the Company, nor any of their respective officers or Affiliates accept any responsibility in relation to the Firm Allocation or the Shares on offer;
- q. you agree to be bound by the constitution of the Company;
- r. you undertake to the Company that you will not sell or otherwise deal with Shares, except in accordance with the Act;
- s. you are not a related party of the Company, as defined by the Act, or treated as such for the purposes of the ASX Listing Rules;
- t. if you are acquiring any Shares for an account of one or more persons, you have full power to make the foregoing acknowledgements, representations, warranties and agreements on behalf of each such person and you will take reasonable steps to ensure that each such person will comply with its obligations herein; and
- u. You authorise Taurus Capital to deduct funds from your bank account if required and complete the Application Form for you.

Indemnity

You unconditionally and irrevocably undertake to indemnify and keep indemnified Taurus Capital and the Company and each of their related bodies corporate and their respective officers, employees, advisers (each an "**Indemnified Party** ") and to hold them harmless from and against all claims, demands, damages, losses, costs, expenses and liabilities ("**Losses**") suffered or incurred directly or indirectly by any Indemnified Party in any way relating to or arising out of any breach by you of your acknowledgments, representations and warranties under this Letter Agreement.

Disclaimer of Liability

In this section "**Excluded Loss**" means any indirect, special and consequential loss or damage, liability, cost or expense, and all opportunity cost of whatsoever kind. Except for any statutory liability which cannot be excluded, and for any rights and remedies which you may have under the Act, Australian Securities and Investments Commission Act and similar laws which cannot be excluded, the Company, Taurus Capital and their respective officers, employees, advisers ("**Related Persons**") disclaim all responsibility, and will have no liability to you or any other person, for any loss or damage (including any Excluded Loss) directly or indirectly, arising out of, or in connection with:

- a. the Firm Allocation and your commitment;
- b. the issue and allotment of the Shares the subject of this Firm Allocation; or
- c. any information provided to you by the Company, Taurus Capital or their respective Related Persons, or for action taken by you on the basis of such information, whether as a result of negligence, breach of contract or otherwise.

Agency

Taurus Capital enters into this Letter Agreement only in its capacity as an agent of the Company under a contract entered into with the Company in connection with this Firm Allocation. Taurus Capital makes no representations or warranties in this Letter Agreement in its own capacity and does not assume any obligations or incur any liabilities under this Letter Agreement in its own capacity. In entering into this Letter Agreement Taurus Capital does not undertake to act in any capacity for investors, and you acknowledge by signing the Payment and Authorisation Acceptance Form that Taurus Capital has no fiduciary obligation to you.

Governing Law and Jurisdictions

The interpretation and construction of this agreement shall be governed and determined in accordance with the law of the State of Western Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State.

Additional Terms and Conditions

The following terms and conditions form part of the Letter Agreement between you and Taurus Capital:

- a. if the Public Offer does not proceed for any reason, the Letter Agreement arising from your acceptance of this Firm Allocation will terminate without any obligation to you on the part of Taurus Capital or the Company.
- b. this Letter Agreement constitutes the entire agreement between you and Taurus Capital (as an agent of the Company) as to the Firm Allocation and your commitment to the exclusion of all prior representations, understandings and agreements between you and Taurus Capital (as an agent of the Company). The Letter Agreement, once accepted by you, thereby becomes a complete and binding agreement;
- c. the Payment and Authorisation Acceptance Form may be accepted by execution in counterpart (including by facsimile) which taken together with the Letter Agreement shall constitute one and the same instrument. A facsimile bearing the signature of any of the persons, printed mechanically with its authority, shall be deemed to be this Payment and Authorisation Acceptance Form signed by each person;
- d. all notices under the Letter Agreement must be in writing and hand or post delivered or sent by facsimile transmission scanned and emailed:
 - i. In the case of notices to Taurus Capital, to the address, email address or facsimile number set out below and to the attention of the person named below until you are advised to the contrary and then as advised to you by Taurus Capital from time to time;
 - ii. In the case of notices to you, to the address, email address or facsimile number of the person named in your Acceptance Form until Taurus Capital is advised to the contrary and then as notified by you to us from time to time; and
 - iii. Delivery address: Unit 7, 1 Alvan Street, Mount Lawley WA 6050
- e. the date a notice is given and received is:
 - i. the date it is delivered or sent by facsimile transmission if this is a Business Day, and it is delivered or sent between 9am and 5pm at the place of receipt;
 - ii. otherwise the next Business Day.

"Business Day" has the same meaning as in the Listing Rules of ASX Limited except that it does not include any other day which a public holiday in the place of receipt is; and
- f. if the party to whom a notice or other communication is intended to be given consists of more than one person, then a notice or other communication is deemed to be given to that party if given to any of those persons.