

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

| | |
|------------------------|-----------------------|
| To Company Name/Scheme | icetana Limited (ICE) |
| ACN/ARSN | 140 449 725 |

1. Details of substantial holder (1)

| | |
|--------------------------|--|
| Name | Softbank Robotics Singapore Pte. Ltd. (SBRS) and each person listed in Annexure B (SBR Group Entities) |
| ACN/ARSN (if applicable) | N/A |

The holder became a substantial holder on 13 June 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 in ICE (Ordinary Shares) | 93,683,262 | 93,683,262 | 17.61% |

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 |
|-----------------------------|--|--------------------------------|
| SBRS | Relevant interest under section 608(1)(a) of the Corporations Act 2001 (Cth) as the registered holder of the securities – refer to the subscription agreement between SBRS and ICE dated 7 June 2025 in Annexure A | 93,683,262 Ordinary Shares |
| SBR Group Entities | Relevant interest under section 608(3) of the Corporations Act 2001 (Cth) | 93,683,262 Ordinary Shares |

4. Details of present registered holders

The persons registered as holders of the securities referred to in Item 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 |
|------------------------------|---------------------------------|--|--------------------------------|
| Each person listed in Item 1 | SBRS | SBRS | 93,683,262 Ordinary Shares |

5. Consideration

The consideration paid for each relevant interest referred to in Item 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 | |
| Each person listed in Item 1 | 13 June 2025 | \$1,873,665 | N/A | 93,683,262 Ordinary Shares |

6. Associates

The reasons the persons named in Item 1 above are associates of the substantial holder are as follows:

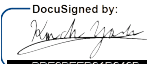
| Name and ACN/ARSN (if applicable) | Nature of association |
|-----------------------------------|---|
| SBR Group Entities | Each an associate of SBRS under section 12(2)(a) of the Corporations Act because they are each either (i) controlled by SBRS; (ii) controls SBRS or (iii) is a body corporate that is controlled by an entity that controls SBRS. |

7. Addresses

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

| Name | Address |
|------------------------------|---|
| The persons listed in Item 1 | As set out in the second column of the table contained in Annexure B. |

Signature

| | | | |
|------------|--|----------|---|
| print name | Kenichi Yoshida | capacity | Authorised by the party named in Item 1 of this notice to sign the notice for and on behalf of it |
| sign here | <div><div>DocuSigned by:</div><div></div><div>BOE9REEDG102466</div></div> | date | 17 June 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.

icetana Limited ACN 140 449 725

Annexure A

This is Annexure A of 35 pages referred to in the accompanying Form 603

| | | | |
|------------|---|----------|---|
| print name | Kenichi Yoshida | capacity | Authorised by the party named in Item 1 of this notice to sign the notice for and on behalf of it |
| sign here | <div><div>DocuSigned by:</div><div></div><div>BDE9BEE0910C2468</div></div> | date | 17 June 2025 |

Subscription Agreement

icetana Limited
(ACN 140 449 725)

and

SoftBank Robotics Singapore Pte. Ltd.

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Date: 7 June 2025

Parties

| | | |
|------------|----------------|--|
| Company | Name | icetana Limited |
| | ACN | 140 449 725 |
| | Address | Level 36, 152-158 St Georges Terrace, Perth, Western Australia, 6000 |
| | Email | |
| | Attention | Rafael Kimberley-Bowen |
| Subscriber | Name | SoftBank Robotics Singapore Pte. Ltd. |
| | Company number | 201921913E |
| | Address | 2 Kallang Avenue, #07-25, CT Hub, Singapore (339407) |
| | Email | |
| | Attention | The Directors |

Background

The Company has agreed to issue the Subscription Shares to the Subscriber, and the Subscriber has agreed to subscribe for such Subscription Shares, on the terms and conditions in this Agreement.

Operative provisions

1. Definitions and interpretation clauses

1.1 Definitions

In this Agreement:

Accounts means the consolidated financial statements of the Company (including the directors' reports, auditors' reports and notes attached to or intended to be read with the accounts) of the Company for the full financial year ended 30 June 2024 and the half year ended 31 December 2024.

Agreed Form means a document the form of which has been agreed by the Company and the Subscriber before the date of this Agreement, as evidenced by letter between the parties signed and exchanged on or about the date of this Agreement.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ACN 008 624 691) and, where the context requires, the financial market that it operates.

ASX Listing Rules means the listing rules of ASX.

Board means the board of directors of the Company.

Business means the software services business and any other activity carried on by the Company as at the date of the agreement or the Completion Date.

Business Day means a day on which banks are open for business both in Perth, Western Australia, Singapore and Tokyo, Japan, excluding a Saturday, Sunday or public holiday in that place.

Business Intellectual Property Rights means all Intellectual Property Rights generated, developed, created, acquired or used by the Company in relation to the Business, including the Owned Intellectual Property Rights and the Intellectual Property Licences.

Claim means a claim, notice, demand, action, proceeding, litigation, investigation, judgment, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to this agreement.

Collaboration Agreement means the distribution agreements and customisation development contract between the parties in Agreed Form.

Company Group means the Company and each Related Body Corporate of the Company.

Company Warranties means the representations and warranties in Schedule 1.

Completion means completion of the issue of the Subscription Shares under this Agreement.

Completion Date has the meaning given in clause 3.1.

Constitution means the constitution of the Company as amended or varied from time to time.

Convertible Security has the meaning given to that term in the ASX Listing Rules.

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

Data Room means the virtual data room hosted by Ansarada located at https://dataroom.ansarada.com/_mvc/ProjectAegis%7C186432/9130474/spa/documents and established by the Company for the purposes of the transactions contemplated by this agreement.

Disclosure Material means the written information and documents disclosed by, or on behalf of, the Company to the Subscriber in connection with the Subscriber's proposed investment in the Company during the period commencing on 4 April 2025 and ending on 6 May 2025, copies of which are contained on a USB delivered by the Company to the Subscriber on the date of this Agreement, a list of which information and documents is contained in Schedule 3.

Doc ID means the document number in as it appears in the Data Room.

Encumbrance means any interest or power:

- (a) reserved in or over any interest in any asset including, but not limited to, any retention of title; or
- (b) created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust or power, by way of, or having similar commercial effect to, security for payment of a debt, any other monetary obligation or the performance of any other obligation, or any trust or any retention of title and includes, but is not limited to, any agreement to grant or create any of the above.

Equity Security has the meaning given to that term in the ASX Listing Rules.

Fairly Disclosed means, in relation to a fact, matter or circumstance, that sufficient information has been disclosed such that a sophisticated investor, experienced in

transactions of the nature of the subscription contemplated by this Agreement, would be aware of the extent, significance and substance of the matter purportedly disclosed.

FATA means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

Further Placement means any fundraising by way of the issue of any Equity Securities which would upon their issue comprise (or would upon their issue be convertible into a number of Shares comprising) at least 1.5% of all Shares on issue (including, but not limited to, a placement) but excluding any issue of any Equity Securities:

- (a) under a dividend or distribution plan (as defined in the ASX Listing Rules);
- (b) under an employee, consultant or director equity incentive scheme operated by the Company from time to time;
- (c) under a Security Purchase Plan;
- (d) under a Pro Rata Issue; or
- (e) on conversion or exercise of:
 - (i) any Convertible Securities which are on issue as at the date of this Agreement; or
 - (ii) any Convertible Securities which are issued after the date of this Agreement:
 - (A) in accordance with one or more of paragraphs **Error! Reference source not found., Error! Reference source not found.**, (c) or (d) (above); or
 - (B) without breaching clause 6.1.

Further Placement Notice has the meaning given in clause 6.1(b).

Further Placement Offer has the meaning given in clause 6.1(a).

Government Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.

Immediately Available Funds means payment by electronic funds transfer into an account nominated by the Company by written notice to the Subscriber.

Insolvency Event means, in relation to a corporation:

- (a) a receiver, manager, receiver and manager, trustee, administrator or similar officer is appointed in respect of a person or any material asset of a corporation;
- (b) a liquidator or provisional or interim liquidator is appointed in respect of a corporation;
- (c) any application (not being an application withdrawn or dismissed within 7 days) is made to a court for an order, or an order is made, or a meeting is convened, or a resolution is passed, for the purpose of:

- (i) appointing a person referred to in paragraphs (a) or (b);
- (ii) winding up the relevant corporation; or
- (iii) proposing or implementing a compromise with creditors (including a scheme of arrangement, other than to carry out a reconstruction or amalgamation while solvent);
- (d) a final order, judgment or award is made against the corporation which it fails to satisfy within 7 days of being required to do so;
- (e) the corporation becomes, or admits in writing that it is, is declared to be, or is deemed under any applicable law to be, insolvent or unable to pay its debts; or
- (f) anything analogous or having a substantially similar effect occurring in relation to a Group member.

Intellectual Property Licences means all agreements under which the Company has the right to use, but not to own, Intellectual Property Rights used in connection with the Business, including, but not limited to, those intellectual property licences described in Doc ID 05.01 in the Disclosure Material.

Intellectual Property Rights means all intellectual property rights subsisting anywhere in the world (whether registered or unregistered, and whether or not capable of being registered), including the following rights:

- (a) patents, copyright, rights in circuit layouts, designs, trade marks and service marks, domain names, trade names and any rights to prevent third parties from using and disclosing confidential information (including know-how and trade secrets);
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a) of this definition; and
- (c) all rights of a similar nature to any of the rights referred to in paragraphs (a) and (b) of this definition that may subsist anywhere in the world.

Listing Rules means the listing rules of ASX.

Nominee Director has the meaning given in clause 5.1(a).

Owned Intellectual Property Rights means all Intellectual Property Rights owned by the Company, including, but not limited to, all Intellectual Property Rights described in the Disclosure Material, but excluding any Intellectual Property Rights that are the subject of any of the Intellectual Property Licences.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Pre-Issue Ownership has the meaning given in clause 6.2.

Privacy Law means:

- (a) the *Privacy Act 1988* (Cth); and

- (b) any other requirement under Australian law, industry code, policy or statement relating to the handling of Personal Information (including the *Spam Act 2003* (Cth)).

Pro Rata Issue has the meaning given to that term in the ASX Listing Rules.

Related Body Corporate has the meaning given to that term in the Corporations Act.

Security Purchase Plan has the meaning given in the ASX Listing Rules.

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

Shareholder means a holder of one or more Shares.

Subscriber Warranties means the representations and warranties in Schedule 2.

Subscription Price means A\$1,873,665.

Subscription Shares means 93,683,262 Shares.

Superannuation Arrangement means any fund, plan, or scheme, or division of a fund plan or scheme, under which superannuation, retirement, life assurance, death or disability benefits, pensions, annuities or other allowances, gratuities or benefits are or may be provided to or in respect of any employee of the Company or their dependants.

Voting Power has the meaning given to that term in the Corporations Act.

Warranties means the Company Warranties and the Subscriber Warranties.

Warrantee means:

- (a) in respect of the Company Warranties, the Subscriber; and
- (b) in respect of the Subscriber Warranties, the Company.

Warrantor means:

- (a) in respect of the grant of the Company Warranties, the Company; and
- (b) in respect of the grant of the Subscriber Warranties, the Subscriber.

1.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation; and
- (b) the Recitals are to be construed as part of this Agreement,

and unless the context indicates a contrary intention:

- (c) the expression 'person' includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;

- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (h) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement, and a reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) the word 'includes' in any form is not a word of limitation;
- (k) a reference to 'A\$' is to Australian currency;
- (l) a reference to time is to Perth, Western Australia time; and
- (m) if any day appointed or specified by this Agreement for the payment of any money or doing of any thing falls on a day which is not a Business Day, the day so appointed or specified shall be deemed to be the next Business Day.

2. Subscription Shares

2.1 Conditions Precedent

- (a) The obligations of the Subscriber to subscribe for the Subscription Shares under clause 2.2 and to perform its obligations under clause 3.2, and the obligations of the Company to perform its obligations under clauses 2.2, 3.1, 3.3 and 3.5, are conditional upon satisfaction of each of the following conditions precedent:
 - (i) **(Collaboration Agreement)** the parties duly signing and exchanging the Collaboration Agreement;
 - (ii) **(official quotation)** ASX having not indicated on or before 10.00am (Sydney time) on the Completion Date that it will not grant permission for the official quotation of the Subscription Shares, or indicating that it will make quotation conditional on conditions other than customary conditions;
 - (iii) **(Warranties)** each of the warranties given by the Company under clause 4.1 being true and correct at all times up to 10.00am on the Completion Date; and
 - (iv) **(Insolvency Event)** no Insolvency Event having occurred in respect of the Company at any time before 10.00am on the Completion Date.
- (b) The Company must use its best endeavours to procure that the conditions precedent in clause 2.1(a) are satisfied as soon as reasonably practicable.

- (c) The conditions precedent in clause 2.1(a) are for the benefit of the Subscriber and may only be waived by the Subscriber in writing (at its sole discretion and whether given unconditionally or on conditions the Investor considers fit).

2.2 Subscription Shares

Subject to clause 2.1(a), on the Completion Date, the Company must issue, and the Subscriber must subscribe for, the Subscription Shares for the Subscription Price. This Agreement serves as an application by the Subscriber for the allotment of the Subscription Shares on the Completion Date and accordingly it will not be necessary for the Subscriber to provide a separate (additional) application on or prior to the Completion Date.

2.3 Constitution

On issue of the Subscription Shares, the Subscriber agrees to be bound by the Constitution.

2.4 Rights and ranking

The Subscription Shares issued to the Subscriber will:

- (a) be issued as fully paid;
- (b) be free of Encumbrances; and
- (c) rank equally in all respects with the other Shares on issue in the capital of the Company as at the date of Completion.

2.5 Use of subscription proceeds

The Company must use the Subscription Price for the acceleration of research and development and promotional plans to meet the requirements of the Subscriber's and the Company's joint collaborative activities and otherwise in accordance with the Collaboration Agreement.

2.6 Issue not for the purposes of on-sale

The Company acknowledges that it is not issuing the Subscription Shares for the purpose of the Subscriber selling or transferring all or any of the Subscription Shares, or granting, issuing or transferring interests in, or options or warrants over, the Subscription Shares.

2.7 Subscription not for the purpose of on-sale

The Subscriber acknowledges that it:

- (a) is acting as principal when subscribing for the Subscription Shares; and
- (b) is not subscribing for the Subscription Shares for the purpose of selling or transferring all or any of the Subscription Shares or granting, issuing or transferring interests in, or options or warrants over, the Subscription Shares.

3. Completion

3.1 Time and place

- (a) Subject to clause 2.1(a), Completion of the issue of the Subscription Shares under this Agreement must take place at 10:00am 5 Business Days after the execution and

delivery of this Agreement by the parties, or such other time, day or place that the parties agree (**Completion Date**).

- (b) Except as otherwise agreed by the Subscriber and the Company in writing, in respect of any obligations of the parties in clauses 3.2 or 3.3 (**Completion Actions**) requiring delivery of documents (such documents being the **Completion Documents**) those Completion Actions will be undertaken through exchange by the Subscriber and the Company, by email (including by email between their respective legal advisors), of copies of the Completion Documents and the Completion Documents will be held by the recipient in escrow pending:

- (i) the receipt by the Subscriber (or its legal advisor) and the Company (or its legal advisor) of all of the Completion Documents that are required to be delivered to it in accordance with the Completion Actions; and
- (ii) each party having performed all of its Completion Actions other than the delivery of the Completion Documents,

and on satisfaction of both of the conditions set out in clauses 3.1(b)(i) and 3.1(b)(ii), the Completion Documents will be automatically and immediately released from escrow and Completion will be deemed to have occurred.

3.2 Subscriber's obligations

At 10:00am on the Completion Date, the Subscriber must:

- (a) subscribe for and accept the issue of the Subscription Shares (and this Agreement serves as an application by the Subscriber to the Company for the allotment of the Subscription Shares and, accordingly, it will not be necessary for the Subscriber to provide a further application on or before Completion); and
- (b) pay to the Company, or procure the payment to the Company of, the Subscription Price in Immediately Available Funds.

3.3 Company's obligations

At 10:00am on the Completion Date, the Company must:

- (a) give the Subscriber a copy of the minutes of a meeting of the Board or a circulating resolution at which the Board resolved to approve the Company entering into and performing its obligations under this Agreement and, subject to receipt of the Subscription Price, the issue of Subscription Shares to the Subscriber;
- (b) subject to receipt by the Company of the Subscription Price, issue or procure the issue of the Subscription Shares to the Subscriber; and
- (c) provide the Subscriber evidence satisfactory to the Subscriber (acting reasonably) of the due allotment and issue of the Subscription Shares.

3.4 Completion simultaneous

The actions to take place as contemplated by clauses 3.1 to 3.3 (inclusive) are interdependent and must take place, as nearly as possible, simultaneously. If one action does not take place, then without prejudice to any rights available to any party as a consequence:

- (a) there is no obligation on any party to undertake or perform any of the other actions (or any action under clause 3.5); and
- (b) to the extent that such actions have already been undertaken, the parties must do everything reasonably required to reverse those actions.

3.5 Post-Completion events

- (a) After the issue of the Subscription Shares, the Company must, on the date on which Completion occurred in accordance with clauses 3.1 to 3.3 (inclusive), apply to ASX for official quotation of the Subscription Shares.
- (b) The Company must, as soon as reasonably practicable after Completion has occurred in accordance with clauses 3.1 to 3.3 (inclusive) but by no later than 2 Business Days following such Completion:
 - (i) give to the Subscriber, or procure that the Subscriber is given, a holding statement in respect of the Subscription Shares;
 - (ii) give to ASX a notice under section 708A(5)(e) of the Corporations Act meeting the requirements of section 708A(6) of the Corporations Act to enable the on-sale of the Subscription Shares; and
 - (iii) take all other steps necessary to give effect to the issue of the Subscription Shares to the Subscriber in accordance with applicable law.

3.6 No on-sale before cleansing notice

The Subscriber must not offer any Subscription Shares for sale until after such time as the Company has lodged with ASX the notice in accordance with section 708A(6) of the Corporations Act with respect to the Subscription Shares in accordance with clause 3.5(b)(ii) (and the Subscriber must avoid contravening the provisions of Part 7.10, Division 3 of the Corporations Act (prohibition against insider trading) and other securities laws).

4. Warranties

4.1 Company Warranties

The Company gives the Company Warranties to and for the benefit of the Subscriber.

4.2 Subscriber Warranties

The Subscriber gives the Subscriber Warranties to and for the benefit of the Company.

4.3 Repetition of Warranties

The Warranties given by each Warrantor are given:

- (a) at the date of this Agreement;
- (b) in respect of each Warranty which is expressed to be given on a particular date, on that date; and
- (c) in respect of each other Warranty, on the date of this Agreement and immediately before Completion and separately as at the date on which the Subscription Shares are issued to the Subscriber.

4.4 Reliance

- (a) The Company acknowledges that the Subscriber enters into this Agreement in reliance on each Company Warranty.
- (b) The Subscriber acknowledges that the Company enters into this Agreement in reliance on each Subscriber Warranty.
- (c) The Subscriber acknowledges that except to the extent expressly set out in this Agreement (including in the Company Warranties):
 - (i) it relies on its own assessment of the Company and its prospects and has conducted investigations of the Disclosure Materials and the particular tax consequences of acquiring, owning or disposing of the Subscription Shares in light of the Subscriber's particular situation;
 - (ii) it does not rely on any forecasts, projections, opinions of future performance or other statements relating to the Company, including that which have been provided by the Company or any of its respective affiliates, related entities and associates, or persons acting on its behalf, and acknowledges that no warranty is given or representation made that any such forecast, projection or opinion will be met or achieved;
 - (iii) at no time has the Company, the officers, its representatives, or any other person on the Company's behalf, made or given, nor has the Subscriber relied on:
 - (A) any representation, warranty, promise or undertaking in respect of the future financial performance or prospects of the Company; or
 - (B) any representation, warranty, promise or undertaking except those expressly set out in this Agreement (including in the Company Warranties).
- (d) The Subscriber acknowledges that any prospective financial information including any forecasts or forward-looking statements disclosed to the Subscriber by the Company:
 - (i) is predictive in character;
 - (ii) may be affected by inaccurate assumptions or by known or unknown risks and uncertainties; and
 - (iii) may differ materially from results ultimately achieved.

4.5 Independent Warranties

Each Warranty is separate and independent and not limited by reference to any other Warranty or any notice or waiver given by any party in connection with anything in this Agreement.

4.6 Deemed disclosures

- (a) In respect of the Company Warranties, the Company has disclosed or is deemed to have disclosed against the Company Warranties, and the Subscriber will be treated as having actual knowledge of, all facts, matters and circumstances that:
 - (i) are Fairly Disclosed in this Agreement;

- (ii) are Fairly Disclosed in disclosures on the ASX market announcements platform within 2 years prior to the date of this Agreement;
 - (iii) are within the actual knowledge of one or more of Kent Yoshida, Chikara "Ricky" Matsukubo, Yoshihiro Nakada and Andrew Chow in relation to the transactions provided for by this Agreement; or
 - (iv) were Fairly Disclosed in the Disclosure Material.
- (b) The Company Warranties are given subject to the disclosures or deemed disclosures described in clause 4.6(a). The Company's liability under the Company Warranties is reduced to the extent that disclosure is made or is deemed to have been made against the Company Warranties under clause 4.6(a).

4.7 Warranty claims

- (a) The maximum aggregate amount that the Warrantor may be required to pay in respect of all claims in respect of a breach of Warranty is limited at the Subscription Price.
- (b) The Warrantor is not liable for any claim for a breach of Warranty if:
 - (i) the Warrantee does not notify the Warrantor of the claim in writing within 18 months of Completion occurring; and
 - (ii) within 12 months of the date the Warrantee is required to notify the Warrantor of the claim under clause 4.7(b)(i):
 - (A) the claim has not been agreed, compromised or settled; or
 - (B) the Warrantee has not commenced legal proceedings against the Warrantor in respect of the claim.

5. Board position

5.1 Appointment of Nominee Director by the Subscriber

- (a) Subject to the execution of this Agreement and Completion occurring, and for so long after Completion as the Subscriber holds at least 10% of the total number of Shares on issue, the Company will appoint a representative of the Subscriber (to the extent such a representative is nominated in writing by the Subscriber after consultation with the Company and otherwise in accordance with clause 5.1(b)) to the Board as a non-executive director of the Company (**Nominee Director**).
- (b) The Subscriber agrees that the Nominee Director (and any alternate) will have appropriate commercial and professional experience to fulfil the role of non-executive director, satisfy any ASX Listing Rule requirements and agrees that the appointment of the Nominee Director (and their alternate) is subject to the Nominee Director (and their alternate):
 - (i) satisfactorily completing customary background checks;
 - (ii) each being acceptable to the Board acting reasonably;
 - (iii) consenting in writing to their appointment as a non-executive director and alternate and (if required) applying for the Director Identification Number, respectively; and

- (iv) entering into written agreements with the Company to enable the Company to comply with ASX Listing Rule 3.19B.
- (c) The Company agrees to use reasonable endeavours to encourage the Company's directors to unanimously recommend that the Company's shareholders vote in favour of the appointment of the Nominee Director when such person is up for election at the Company's annual general meeting, subject at all times to the directors' fiduciary duties.
- (d) If the Company's shareholders do not approve the appointment of the Nominee Director at the Company's annual general meeting, or if the Nominee Director resigns from the Board, then the Subscriber may after Completion nominate a different Nominee Director in accordance with clause 5.1(a) subject to the Subscriber continuing to hold at least 10% of the total number of Shares on issue, and provided that there can never be more than one Nominee Director at any time.
- (e) Subject to clause 5.1(f), the Subscriber's Board appointment rights under (and the Company's obligations under) this clause 5 automatically and forever cease and expire as soon as the Subscriber holds less than 10% of the total number of Shares on issue. If the Subscriber's Board appointment rights under this clause 5 cease, the Subscriber must procure that its Nominee Director resigns as soon as practicable and does not stand for election (or re-election) by Shareholders.
- (f) If Completion occurs and within 12 months of the Completion Date:
 - (i) the Subscriber's shareholding in the Company falls below 10% due to its election not to offer to participate in a Further Placement; and
 - (ii) the Subscriber continues to hold at least 7.5% of the total number of Shares on issue,
 then the Subscriber's Board appointment rights under (and the Company's obligations under) this clause 5 automatically and forever cease and expire, but the Nominee Director (and their alternate) may continue to hold office until the earliest to occur of:
 - (iii) when the Nominee Director ceases to be a director of the Company as a result of the operation of applicable law, the Constitution or the ASX Listing Rules; or
 - (iv) when the Nominee Director would be required to stand for election or re-election to the Board under applicable law, the Constitution or the ASX Listing Rules.
- (g) The Company agrees that:
 - (i) for so long as a Nominee Director is a director of the Company:
 - (A) the Company acknowledges such person will be entitled to take into account the interest of the Subscriber, subject at all times to compliance with, and provided it is not inconsistent with, applicable law (such as the Nominee Director fiduciary and statutory duties to the Company), the ASX Listing Rules and the Constitution; and
 - (B) the Company will consult in good faith with the Subscriber in relation to the appointment of the Nominee Director to one or more committees of the Board;

- (ii) it will provide the Nominee Director with D&O insurance and a deed of indemnity and access consistent with what the Company provides to its other non-executive directors, subject to compliance with applicable law, the Constitution and the ASX Listing Rules; and
 - (iii) the reasonable costs of travel, including air fares and accommodation necessary for the Nominee Director to attend the Board meetings and other meetings in connection with the Nominee Director's role as a director of the Company will be borne by the Company up to a maximum amount of A\$15,000 in any financial year.
- (h) The Subscriber agrees that, notwithstanding the other content of this clause 5:
- (i) except for the reasonable costs of travel in clause 5.1(g)(iii), all other reasonable and customary costs, expenses and disbursements to the extent incurred by the Nominee Director in connection with the Nominee Director's role as a director of the Board will be borne by the Subscriber;
 - (ii) a Nominee Director's appointment may also cease in accordance with applicable law, the Constitution or the ASX Listing Rules, which is not a breach of this Agreement by the Company;
 - (iii) there can never be more than one Nominee Director serving on the Board;
 - (iv) no director fees will be provided by the Company to the Nominee Director; and
 - (v) its Nominee Director must adhere to any protocols or other requirements of the Company and/or the Board, in particular, it is agreed that the Nominee Director will not be entitled to be present and/or participate in any Board deliberations or discussions in the event of a conflict of interest or have access to any Board papers or minutes in connection with the relevant matter (unless the Company's non-conflicted directors determine otherwise, in their absolute discretion subject to, and in accordance with, applicable law).

5.2 Re-election of Nominee Director

The Nominee Director will be subject to re-election as required by the ASX Listing Rules or the Constitution and the Company will use reasonable endeavours to encourage Shareholders to support any such re-election subject to:

- (a) the Subscriber holding, and continuing to hold, at least 10% of the total number of Shares on issue; and
- (b) at all times, the directors' fiduciary and statutory duties.

5.3 Information access and sharing rights

The parties acknowledge and agree that specific information sharing protocols are to be adopted by the Company and the Subscriber to deal with the sharing of certain of the Company Group's information by the Nominee Director with the Subscriber, subject to compliance with:

- (a) applicable law, the Constitution and the ASX Listing Rules;
- (b) the principles in clause 5.1(h)(v);
- (c) any third party confidentiality requirements;

- (d) the contractual, and other legal, obligations of each member of the Company Group;
- (e) the Company Group's policies and procedures from time to time (including as to confidentiality, conflicts of interests and share trading);
- (f) Intellectual Property protection measures reasonably required by any member of the Company Group; and
- (g) clause 8.

6. Further Placement

6.1 Participation in a Further Placement

- (a) Subject to clause 6.3, if the Company undertakes a Further Placement following the issue of the Subscription Shares on the Completion Date, it must use reasonable endeavours to ensure that the Subscriber is given an opportunity to offer to participate in the Further Placement on a basis that, if that offer is accepted by the Company (which offer may be accepted or refused in the Board's discretion, on the basis that such discretion must be exercised having regard to applicable fiduciary and statutory duties of the Board to the Company, including the duty to consider the best interests of the Shareholders, as a whole), enables the Subscriber to maintain its Pre-Issue Ownership, including (if the Further Placement involves an issue of Convertible Securities) on an "as converted" basis in respect of those Convertible Securities as at the date of the Further Placement Offer, (or to reduce to a lower percentage holding of Shares than the Pre-Issue Ownership, if the Subscriber only offers to participate in the Further Placement to a lesser degree) and on equivalent terms to those offered to other potential subscribers, except as to timing if Shareholder approval is required, and subject to the ASX Listing Rules, the Constitution and applicable law (such offer by the Subscriber is the **Further Placement Offer**).
- (b) Subject to clause 6.3, the Company must give the Subscriber at least 10 Business Days' written notice of its intention to undertake a Further Placement (**Further Placement Notice**). The Further Placement Notice must set out details of the purpose of the Further Placement and its material terms (in each case, to the extent determined at that time). The Subscriber must keep the Further Placement Notice and its content confidential in accordance with clause 8.2.
- (c) If the Subscriber elects to offer to participate in the Further Placement, it must make a Further Placement Offer by written notice to the Company within five Business Days after receipt of the Further Placement Notice.
- (d) If the Subscriber does not provide a written Further Placement Offer within the five Business Day timeframe in clause 6.1(c), the Subscriber will be deemed to have elected not to make a Further Placement Offer.
- (e) Any election by the Subscriber to make a Further Placement Offer under clause 6.1(c) is irrevocable.
- (f) Subject to clause 6.3, in the event that the Subscriber makes a Further Placement Offer under clause 6.1(c) but Shareholder approval is required under law, the Constitution or the ASX Listing Rules in order for the Subscriber to participate in the Further Placement, then:

- (i) the Company undertakes to hold a general meeting to seek Shareholder approval of the issue of Equity Securities to the Subscriber under the Further Placement Offer within 3 months of the date of the Company's acceptance of the Further Placement Offer; and
- (ii) any issue of Equity Securities (and any agreement to issue Equity Securities) under the Further Placement Offer is subject to such Shareholder approval.

6.2 Pre-Issue Ownership

Pre-Issue Ownership means the percentage calculated according to the following formula:

$$A = B/C$$

where:

- A = Pre-Issue Ownership
- B = total number of Shares held by the Subscriber as at the date of the Further Placement Notice
- C = total number of Shares on issue as at the date of the Further Placement Notice

6.3 Exceptions to Further Placement participation rights

- (a) Clause 6.1 does not apply to a Further Placement if:
 - (i) the Subscriber holds less than 10% of the total number of Shares on issue;
 - (ii) the issuance of (or agreement to issue) Equity Securities to the Subscriber under the Further Placement would constitute a breach of the ASX Listing Rules, the Constitution or other applicable laws;
 - (iii) the Subscriber does not provide a written Further Placement Offer to the Company within five Business Days after receipt by the Subscriber of a Further Placement Notice for that Further Placement; or
 - (iv) the Subscriber has given written notice to the Company that it does not wish to participate in the Further Placement.
- (b) For the avoidance of doubt and notwithstanding the other content of this clause 6:
 - (i) nothing in this Agreement obligates the Company to agree to permit the Subscriber to participate in any Further Placement Offer;
 - (ii) nothing in this Agreement prevents the Company from issuing any Equity Securities to third parties under any Further Placement Offer (or otherwise); and
 - (iii) this clause 6 (and all rights and obligations under it) will automatically cease and forever terminate upon the Subscriber holding less than 10% of the total number of Shares on issue.

7. Termination

- (a) If any of the requirements under clauses 3.1 to 3.3 (inclusive) are not completed or satisfied, or are not capable of being satisfied, on the Completion Date, this

Agreement may be terminated at any time by the Company or the Subscriber by notice to the other party.

- (b) The Subscriber may, by written notice to the Company, terminate this Agreement prior to Completion having occurred if any of the conditions in clause 2.1(a) are not satisfied, or waived, in accordance with clause 2.1(c) as determined on the Completion Date, or if the parties agree that any of the conditions in clause 2.1(a) cannot be satisfied.
- (c) If a party is in material breach of this Agreement then the other party (**Non-Defaulting Party**) may give written notice to the other party providing details of such breach and stating an intention to terminate this Agreement and if that material breach has continued for 5 Business Days from the time the notice was given then the Non-Defaulting Party may give written notice to the other party of termination of this Agreement.

8. Confidentiality and announcements

8.1 Announcement

- (a) Immediately after the execution of this Agreement, the Company will issue a public announcement regarding the execution of this Agreement in a form previously agreed to in writing between the parties.
- (b) Except for the announcement contemplated by clause 8.1(a), neither party may, subject to clause 8.1(c), make or send any other public announcement, communication or circular concerning the transactions contemplated by this Agreement unless it has first obtained the written consent of the other party, which consent is not to be unreasonably withheld or delayed.
- (c) Clause 8.1(b) does not apply to a public announcement, communication or circular required by law, a securities exchange (such as pursuant to the ASX Listing Rules, in the case of the Company) or Government Agency, if the party required to make or send it has, where reasonably practicable taking into account timing requirements of law or regulations of the relevant securities exchange, provided the other party with the draft text of the proposed disclosure prior to its release.

8.2 Confidentiality

Subject to clause 8.1, and except as agreed between the parties, each party (**recipient**) must keep confidential, and must not disclose, any non-public information relating to the other party or its business (which is disclosed to the recipient by the other party, its representatives or advisers) and the content of this Agreement other than to the extent that:

- (a) the disclosure is to the recipient's directors, officers and advisers or to any of its Related Bodies Corporate (or the directors, officers and advisers of any of its Related Bodies Corporate); or
- (b) the recipient is required to disclose the information by applicable law, binding requirement of a Government Agency or the rules of any stock exchange on which its shares or the shares of any of its Related Bodies Corporate are listed or proposed to be listed, provided that the recipient has to the extent reasonably possible having regard to the required timing of the disclosure consulted with the other party as to the form and content of the disclosure.

9. General

9.1 Further acts

Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by the other party to give effect to this Agreement.

9.2 Notices

Any notice or other communication under or in connection with this Agreement:

- (a) must be in legible writing and in English;
- (b) must be addressed and sent in accordance with the following details or as otherwise notified by the recipient party:

| Party | icetana Limited | SoftBank Robotics Singapore Pte. Ltd. |
|-----------|--|--|
| Address | Level 36, 152-158 St Georges Terrace, Perth, Western Australia, 6000 | 2 Kallang Avenue, #07-25, CT Hub, Singapore 339407 |
| Attention | Rafael Kimberley-Bowen, CFO and Company Secretary | Andrew Chow, VP, APAC Finance & Operations |
| Email | [REDACTED] | [REDACTED] |

- (c) must (to the extent it is not an email) be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered or posted by prepaid post to the address, or sent by email to the addressee in accordance with clause 9.2(b); and
- (e) will be deemed to be received by the addressee:
 - (i) (in the case of prepaid post) on the third business day after the date of posting to an address within Australia, and on the fifth business day after the date of posting to an address outside Australia;
 - (ii) (in the case of email):
 - (A) at the time shown in the delivery confirmation report generated by the sender's email system; or
 - (B) if the sender's email system does not generate a delivery confirmation report within 12 hours after the time the email is sent, unless the sender receives a return email notification that the email was not delivered, undeliverable or similar, at the time which is 12 hours from the time the email was sent,

unless the email was sent by uninterrupted transmission on a non business day, or after 5.00 pm on a business day, in which case that communication will be deemed to be received at 9.00 am on the next business day;

- (iii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 9.2(b), unless that delivery is made on a non business day, or after 5.00 pm on a business day, when that communication will be deemed to be received at 9.00 am on the next business day,

unless a later time is specified in the notice, approval or other direction. For the purposes of this clause 9.2(e), 'business day' means a day which is not a Saturday, Sunday or public holiday in the place of receipt of that communication.

9.3 Jurisdiction and governing law

- (a) This Agreement is governed by and will be construed according to the laws of Western Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Agreement.
- (c) Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 9.3(b).

9.4 Amendments

This Agreement may only be varied by a document signed by or on behalf of each of the parties.

9.5 Assignment

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

9.6 Severability of provisions

Any provision of this Agreement which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.

9.7 Waiver

- (a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this Agreement by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Agreement.
- (b) Any waiver or consent given by any party under this Agreement will only be effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of any term of this Agreement will operate as a waiver of another breach of that term or of a breach of any other term of this Agreement.

9.8 Enurement

The provisions of this Agreement will enure for the benefit of and be binding on the parties and their respective successors and permitted substitutes and assigns and (where applicable) legal personal representatives.

9.9 Expenses

Unless otherwise expressed in this Agreement, each party will bear and pay its own expenses, including legal fees, costs and disbursements incurred by it in connection with the preparation and execution of this Agreement and any subsequent consent, agreement, approval, waiver or amendment to this Agreement.

9.10 Duties

The Subscriber will pay all stamp, transaction or registration duty or similar charge imposed by any Government Agency in respect of the execution, delivery and performance of this Agreement and any agreement, transaction or document entered into or signed under this Agreement.

9.11 Entire agreement

To the extent permitted by law, in relation to the subject matter of this Agreement, this Agreement and the Collaboration Agreement:

- (a) embody the entire understanding of the parties and constitute the entire terms agreed upon between the parties; and
- (b) supersede any prior agreement (whether or not in writing) between the parties.

9.12 No representation or reliance

- (a) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement.
- (b) Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this Agreement.

9.13 Counterparts

This Agreement may be executed in any number of counterparts (including facsimile or email counterparts). All counterparts will be taken to constitute one instrument.

9.14 Electronic execution

Each party consents to the signing of this Agreement by electronic means. The parties agree to be legally bound by this Agreement signed in this way.

9.15 Electronic exchange of documents

In relation to the electronic exchange of documents:

- (a) parties may exchange executed counterparts of this Agreement, or any other document required to be executed under this Agreement, by delivery from one party to the other party by emailing a pdf (portable document format) copy of the executed counterpart to the other party (**Electronic Delivery**); and

- (b) Electronic Delivery of an executed counterpart will be deemed effective delivery of the original executed counterpart, from the time of receipt by the other party.

9.16 No authority of board nominee

To the extent that any director of the Company is a nominee of the Subscriber from time to time (including, for the avoidance of doubt, any Nominee Director), for the purpose of this Agreement the parties agree that the Subscriber cannot rely on any approval, consent, benefit, waiver, notice or direction given by (or any other action taken by) that director as being made on behalf of, or binding, the Company or the Board unless it has first been approved by the Board (and, where required by applicable law, the Constitution or the Listing Rules, the Shareholders).

Schedule 1 – Company Warranties

1. General

The Company warrants that:

- (a) **(Incorporation)** it is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation.
- (b) **(Power and capacity)** it has full power and capacity to enter into and perform its obligations under this Agreement.
- (c) **(Corporate authorisations)** all necessary authorisations for the execution, delivery and performance by the Company of this Agreement in accordance with its terms have been obtained.
- (d) **(No legal impediment)** the execution, delivery and performance of this Agreement:
 - (i) complies with its Constitution or other constituent documents (as applicable); and
 - (ii) does not constitute a breach of any law or obligation, or cause or result in a default under any agreement, or Encumbrance, by which it or any other member of the Company Group is bound and that would prevent it from entering into and performing its obligations under this Agreement.
- (e) **(Shareholder approval)** no approval from the Company's members is required in connection with the issue of the Subscription Shares under this Agreement.
- (f) **(Solvency)** in respect of each member of the Company Group:
 - (i) it has not gone, or proposed to go, into liquidation;
 - (ii) it has not passed a winding up resolution or commenced steps for winding up or dissolution;
 - (iii) it has not received a deregistration notice under section 601AB of the Corporations Act or applied for deregistration under section 601AA of the Corporations Act;
 - (iv) it has not been presented or threatened with a petition or other process for winding up or dissolution and, so far as the Company is aware, there are no circumstances justifying a petition or other process;
 - (v) no receiver, receiver and manager, judicial manager, liquidator, administrator, official manager has been appointed, or is threatened or expected to be appointed, over the whole or a substantial part of the undertaking or property of the relevant body corporate, and, so far as the Company is aware, there are no circumstances justifying such an appointment;
 - (vi) it has not entered into, or taken steps or proposed to enter into, any arrangement, compromise or composition with or assignment of the benefit of its creditors or class of them; and
 - (vii) it is not subject to an Insolvency Event.

- (g) **(Capital structure)** as at the date of this Agreement, the capital structure of the Company is as set out below:

| Number | Class |
|-------------|--|
| 438,142,652 | Shares |
| 950,000 | Unquoted options with an exercise price of A\$0.15 and expiry date of 29 November 2026 |
| 250,000 | Unquoted options with an exercise price of A\$0.046 and expiry date of 17 July 2028 |
| 18,783,333 | Unquoted options with an exercise price of A\$0.046 and expiry date of 19 October 2027 |
| 50,000 | Unquoted options with an exercise price of A\$0.15 and expiry date of 15 November 2026 |
| 14,798,751 | Unquoted options with an exercise price of A\$0.15 and expiry date of 26 April 2026 |
| 26,850,000 | Unquoted options with an exercise price of A\$0.025 and expiry date of 10 March 2029 |
| 8,950,000 | Unquoted options with an exercise price of A\$0.032 and expiry date of 10 March 2030 |

- (h) **(Ownership)** the Subscriber will acquire at Completion:
- (i) the full legal and beneficial ownership of the Subscription Shares free and clear of all Encumbrances, subject to registration of the Subscriber in the register of Shareholders;
 - (ii) the Subscription Shares free of competing rights, including pre-emptive rights or rights of first refusal;
 - (iii) the Subscription Shares that are fully paid and have no money owing in respect of them; and
 - (iv) Subscription Shares that will, at the time immediately upon their issue, comprise approximately 17.61% of the issued Shares of the Company (or such lesser percentage as results due to any exercise of any of the options set out in Warranty 1(g) of this Schedule 1, if applicable).
- (i) **(Nature of assets)** the Company is not an "Australian land corporation" or a "national security business" for the purposes of the FATA and associated regulations.
- (j) **(Other interests)** The Company does not
- (i) legally or beneficially hold or own shares or other securities in another company or entity;
 - (ii) act or carry on business in partnership with any other person; or
 - (iii) trades under a name other than its corporate name.

2. Litigation and compliance

- (a) No member of the Company Group is a party to any material investigation, prosecution, litigation, legal proceedings, arbitration, mediation or any other form of litigation or dispute resolution process or administrative or governmental proceedings which is material (**Material Proceedings**).
 - (b) So far as the Company is aware, no Material Proceedings against a member of the Company Group are pending or threatened and the Company is not aware of any disputes that will, or would reasonably be likely to, give rise to any Material Proceedings.
 - (c) So far as the Company is aware, the Company Group has complied in all material respects with applicable laws, rules regulations and administrative requirements.
-

3. Quotation

- (a) The Company:
 - (i) has been admitted to and is listed on the official list of the ASX (**Official List**); and
 - (ii) has not been removed from the Official List and no removal from the Official List has been threatened by the ASX or contemplated by the Company.
 - (b) The Shares are quoted on the ASX and are not suspended from quotation and no suspension has been threatened by the ASX.
-

4. Operational

- (a) As far as the Company is aware, there are no agreements, arrangements or understandings in force or securities issued which call for the present or future issue of, or grant to any person the right to require the issue of any Shares or any other Equity Securities in the Company, other than the options set out in Warranty 1(g) of this Schedule 1.
- (b) A complete and accurate list of all patents, patent applications, trade marks, business names, trade names, domain names and designs owned or registered in the name of a Company (as applicable) has been Fairly Disclosed in the Disclosure Material.
- (c) A complete and accurate list of all Intellectual Property Licences has been Fairly Disclosed in the Disclosure Material.
- (d) Each member of the Company Group owns free from Encumbrances or otherwise has the right to use the Business Intellectual Property Rights as at the date of this Agreement.
- (e) The Business Intellectual Property Rights are valid, subsisting and enforceable in each of the jurisdictions in which it they are registered or situated.
- (f) The Company has taken all necessary steps (including the payment of any fees which are due) to register, maintain, protect and defend the Business Intellectual Property Rights.

- (g) As far as the Company is aware, no use of any Intellectual Property Rights by any member of the Company Group infringes the valid Intellectual Property Rights of others in any material respect.
- (h) As far as the Company is aware, no written claim has been made to a member of the Company Group that any material part of the Business Intellectual Property Rights violates the rights of any third party.
- (i) As far as the Company is aware, no Business Intellectual Property Rights are is the subject of any threatened in writing litigation or opposition proceedings that restricts in any material manner a member of the Company Group's use, transfer, or licensing of, or that may affect the validity, use or enforceability of the Business Intellectual Property Rights , and no member of the Company Group has received any written notice of the threat of any such claim.
- (j) As far as the Company is aware, no member of the Company Group has engaged, nor will it engage, with any public official or other person or entity either directly or indirectly in a manner that breaches applicable anti-bribery laws.
- (k) The computer systems used by the Company:
 - (i) comprise all of the systems, hardware and software necessary to the operation of the Company's information technology functions; and
 - (ii) operate at a level sufficient to meet the needs of the Business.
- (l) The Company has not used any open source software which comes with it an obligation to communicate any modification to that software to the originator of that open source software or to the open source community.
- (m) With respect to any open source software identified in the Disclosure Material, the applicable licence terms, taking into account the Company Group's use of the corresponding software, do not impose any material restriction on the right or ability of the Company Group to use, provide access to, or transfer the software, or require the Company Group to disclose or on-license any proprietary source code.
- (n) The Company Group uses all open source software in compliance with the applicable licence terms.
- (o) No Company Group member is party to any agreement, arrangement or understanding that obligates, and no material software owned by any Company Group Member incorporates or otherwise uses any open source or third party software in a manner that would obligate, the Company Group Member to license, sub-license, disclose or make available any portion of the source code of such software owned by the Company Group Member or component thereof to any person, or otherwise restricts the free use or disclosure by the Company Group Member of such material software (including, but not limited to, the icetana AI platform).

5. Accounts

- (a) The Accounts:

- (i) have been prepared in accordance with the Corporations Act and applicable accounting standards;
- (ii) show a true and fair view of:
 - (A) the assets and liabilities and of the state of affairs, financial position and results of each member of the Company Group as at and up to the end of each financial year or half year to which they relate; and
 - (B) the profit or loss of each member of the Company Group for the financial period ended on 30 June in each financial year or half year to which they relate;
- (iii) have been prepared in accordance with the same accounting policies as were applied in the corresponding accounts for the preceding 3 financial periods;
- (iv) are not affected by any abnormal or extraordinary item, except as expressly disclosed in the Accounts;
- (v) take account of all gains and losses, whether realised or unrealised, arising from foreign currency transactions and on translation of foreign currency financial statements;
- (vi) include reserves and provisions for taxation that are sufficient to cover all tax liabilities of each member of the Company Group in respect of all periods up to each financial year or half year to which they relate;
- (vii) provide for all liabilities for long service leave and annual leave entitlements;
- (viii) provide for all other liabilities (whether quantified, contingent or otherwise) of each member of the Company Group at 30 June in each financial year or half year to which they relate; and
- (ix) give full particulars in the notes of all contingent liabilities and commitments and any other liabilities which cannot be quantified.

6. Disclosure

- (a) The information prepared by or on behalf of the Company and provided to the Subscriber in connection with the offer, subscription and issue of the Subscription Shares or this Agreement (including the Disclosure Material) is, to the best of the Company's knowledge, accurate in all material respects.
- (b) The Company has not provided any information to the Subscriber (including the Disclosure Material) that it is aware is misleading in any material respect and, so far as the Company is aware, no information has been omitted that would render such information misleading in any material respect including by a failure to particularise or otherwise.
- (c) The Company has not withheld from the Subscriber any information, matters, facts or circumstances relating to the Company, the Business, the Shares or the Subscription Shares which could reasonably be expected to be material to a prospective investor's decision to enter into this agreement or the price at which, or the terms on which a prospective investor might be willing to purchase the Subscription Shares.

- (d) The Company is in compliance with its periodic and continuous disclosure obligations under the ASX Listing Rules and the Corporations Act and has disclosed to the ASX all material information concerning the assets and liabilities, financial position and performance and profits and losses of the Company and its business operations of which the Company is aware, or ought reasonably be aware, and is not withholding any information from disclosure to the ASX under the exception in ASX Listing Rule 3.1A (except as fully and fairly disclosed to the Subscriber before the date of this Agreement).
- (e) The Company is able to issue a notice that would comply with section 708A(6) of the Corporations Act and, upon the issue of that notice, section 708A(1) and (5) of the Corporations Act would apply with respect to an offer for the sale of any Subscription Shares and the Subscription Shares will be freely tradeable and transferable.
- (f) The Company has no “excluded information” (within the meaning of section 708A(7) of the Corporations Act) to the extent that it would be required to be disclosed by section 708A(8) of the Corporations Act.

7. Employment

- (a) As at the Completion Date, the Company will have complied in all material respects with all of its obligations, duties and liabilities in respect of its Superannuation Arrangements, including making all contributions to the Superannuation Arrangements required to be made under their respective rules. For this purposes of this warranty, the reference to all material respects is intended to exclude any matters that have a quantitative threshold of less than \$20,000 individually or \$50,000 in aggregate.
- (b) Completion will not trigger any obligation of the Company to pay any benefit or issue any options under the Company's employee share investment plan to any employee, officer or contractor of the Company.

Schedule 2 – Subscriber Warranties

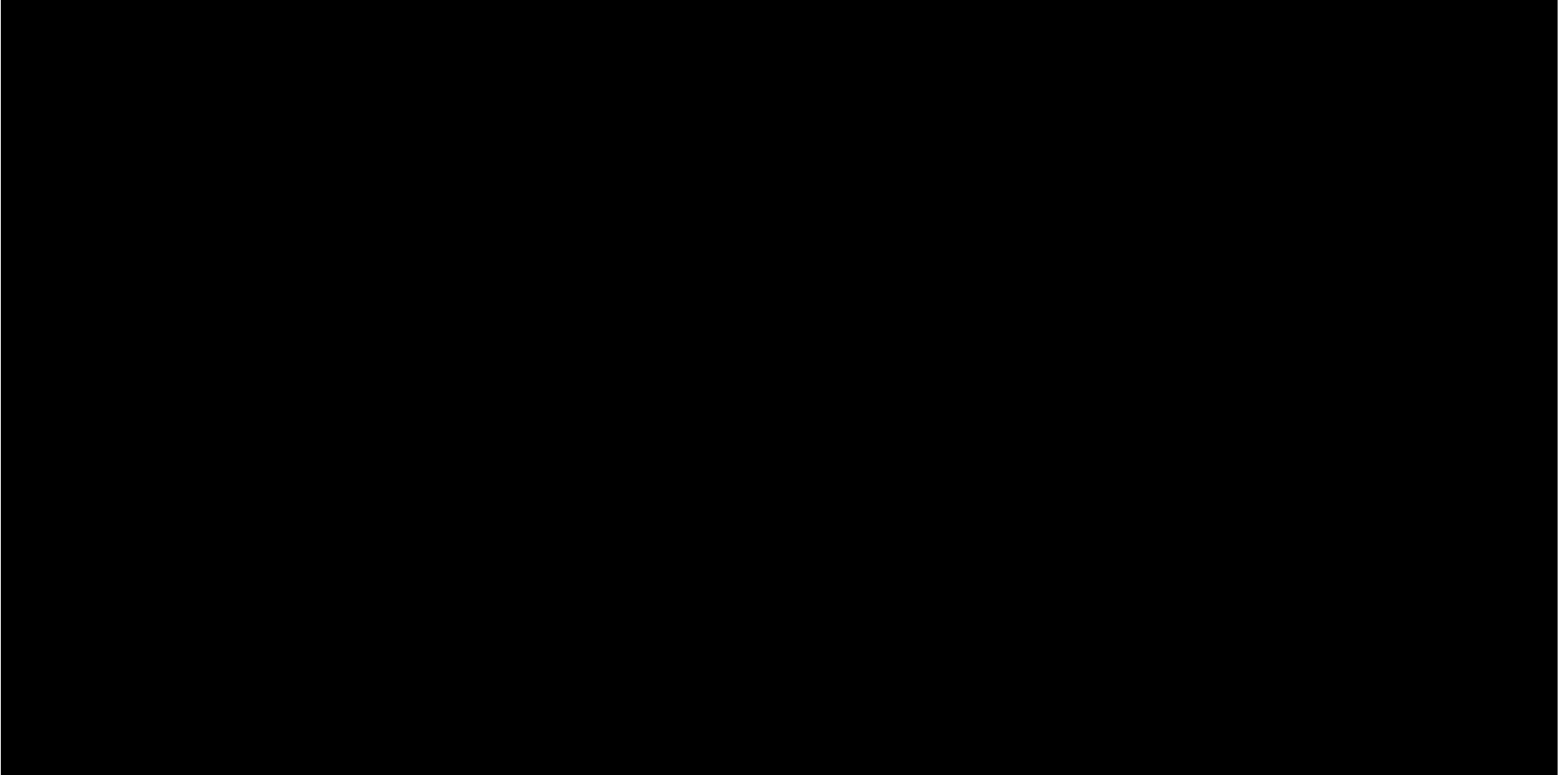
The Subscriber warrants that:

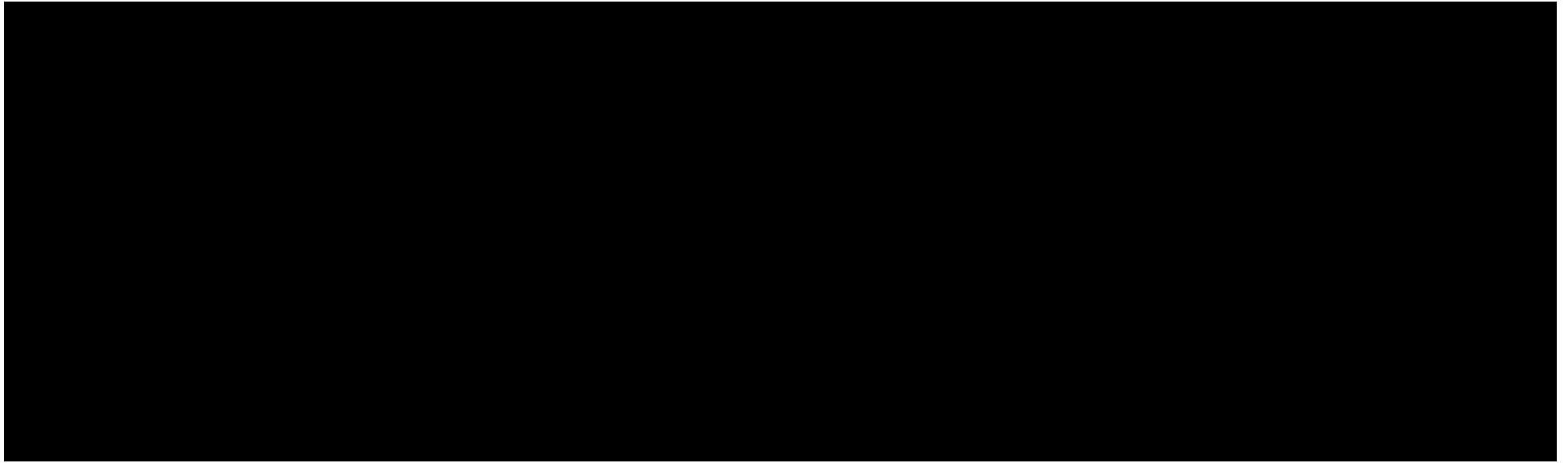
1. **(Incorporation)** It is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation.
2. **(Power and capacity)** It has full power and capacity to enter into and perform its obligations under this Agreement.
3. **(Corporate authorisations)** All necessary authorisations for the execution, delivery and performance by the Subscriber of this Agreement in accordance with its terms have been obtained or will be obtained prior to Completion.
4. **(No legal impediment)** The execution, delivery and performance of this Agreement:
 - (a) complies with its constitution or other constituent documents (as applicable); and
 - (b) does not constitute a breach of any law or obligation, or cause or result in a default under any agreement, or Encumbrance, by which it is bound and which would prevent it from entering into and performing its obligations under this Agreement.
5. **(Solvency):**
 - (a) It has not gone, or proposed to go, into liquidation;
 - (b) it has not passed a winding up resolution or commenced steps for winding up or dissolution;
 - (c) it has not been presented or threatened with a petition or other process for winding up or dissolution and, so far as the Subscriber is aware, there are no circumstances justifying a petition or other process;
 - (d) no receiver, receiver and manager, judicial manager, liquidator, administrator, official manager has been appointed, or is threatened or expected to be appointed, over the whole or a substantial part of the undertaking or property of the Subscriber, and, so far as the Subscriber is aware, there are no circumstances justifying such an appointment; or
 - (e) it has not entered into, or taken steps or proposed to enter into, any arrangement, compromise or composition with or assignment of the benefit of its creditors or class of them.
6. **(No registration):** The Subscriber is a person to whom the Subscription Shares may lawfully be offered and issued in compliance with applicable laws without lodgement, registration or other formality or filing with or by a Government Agency.
7. **(Sophisticated investor)** the Subscriber is a “sophisticated investor” or a “professional investor” within the meanings of sections 708(8) and 708(11) of the Corporations Act.
8. **(Foreign Person):** For the purposes of the FATA, the Subscriber is (as the case may be):
 - (a) a corporation in which an individual not ordinarily resident in Australia, a foreign corporation or a foreign government holds a substantial interest; or

- (b) a corporation in which two or more persons, each of whom is an individual not ordinarily resident in Australia, a foreign corporation, or a foreign government, hold an aggregate substantial interest.
- 9. **(Foreign Government Investor):** The Subscriber is not a 'foreign government investor' or an associate of a foreign government investor, as those terms are defined in the FATA.
- 10. **(Significant action, notifiable action or notifiable national security action)** The issue of the Subscription Shares and the other matters contemplated by this Agreement will not (individually or in any combination) give rise to a 'significant action', 'notifiable action' or a 'notifiable national security action', each as defined in the FATA and the Foreign Acquisitions and Takeovers Regulations 2015 (Cth).
- 11. **(Voting Power)** The Subscriber will have no Voting Power in the Company immediately prior to Completion.

Schedule 3 – Disclosure Material

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Executed as an agreement

Executed by)
icetana Limited)
ACN 140 449 725 pursuant to section 127(1))
of the Corporations Act 2001 (Cth):)




Signature of Director



Name of Director (print)



Signature of Director/Secretary



Name of Director/Secretary (print)

Executed by)
SoftBank Robotics Singapore Pte. Ltd.)
pursuant to its constituent documents and)
the laws of its place of incorporation)




Signature of Director



Name of Director (print)



Signature of Director



Name of Director (print)

icetana Limited ACN 140 449 725

Annexure B

This is Annexure B of 2 pages referred to in the accompanying Form 603

print name Kenichi Yoshida

capacity

Authorised by the party named in
Item 1 of this notice to sign the
notice for and on behalf of it

sign here

DocuSigned by:

BDE9BEEED91D246B

date

17 June 2025

| SBR Group Entity | Address |
|-------------------------------------|--|
| Masayoshi Son | Minato-Ku, Tokyo, Japan |
| Softbank Group Corp. | 1-7-1, Kaigan, Minato-Ku, Tokyo, Japan |
| SoftBank Group Overseas GK | 1-7-1 Kaigan, Minato-ku, Tokyo, Japan |
| SoftBank Group Capital Limited | 69 Grosvenor Street, London, United Kingdom, W1K 3JP |
| SoftBank Group Japan Corporation | 1-7-1 Kaigan, Minato-ku, Tokyo, Japan |
| SB Group US Inc. | Brandywine Plaza 1521 Concord Pike, Suite 201, Wilmington, New Castle County, Delaware, United States, 19803 |
| Shiodome Project 17 GK | 1-7-1 Kaigan, Minato-ku, Tokyo, Japan |
| Starfish Pte. Ltd. | 80 Robinson Road, #02-00 Singapore 068898 |
| Hayate Corporation | P.O. Box 902, Kolonia, Pohnpei FSM 96941 |
| SB Pan Pacific Corporation | P.O. Box 902, Kolonia, Pohnpei FSM 96941 |
| SB Investment Advisors (UK) Limited | 69 Grosvenor Street, London, United Kingdom, W1K 3JP |
| SB Global Advisers Limited | 69 Grosvenor Street, London, United Kingdom, W1K 3JP |
| LY Corporation | Kioi Tower, 1-3 Kioicho, Chiyoda-ku, Tokyo, Japan |
| Cybertrust Japan Co., Ltd. | ARK Mori Bldg 31F, 1-12-32 Akasaka, Minato-ku, Tokyo, Japan |
| SB Technology Corp. | Shinjuku East Side Square, 17th Floor, 27-30, Shinjuku 6- chome, Shinjuku-ku, Tokyo, Japan |
| Itmedia Inc. | 3-12 Kioicho, Chiyoda-ku, Tokyo, Japan |
| Z intermediate Holdings Corporation | Kioi Tower, 1-3 Kioicho, Chiyoda-ku, Tokyo, Japan |
| PayPay Corporation | Yotsuya Tower, 1-6-1 Yotsuya, Shinjuku-ku, Tokyo, Japan |
| Z financial Corporation | Kioi Tower, 1-3 Kioicho, Chiyoda-ku, Tokyo, Japan |
| Line Southeast Asia Corp. Pte. Ltd. | 111 Somerset Road, #06-07L, 111 Somerset, Singapore 238164 |
| Alpha Purchase Co., Ltd. | Building No. 4, Soften Garden, Shahekou District, Dalian City, Liaoning Province, People's Republic of China |
| Value Commerce Co., Ltd. | Kioi Tower, 1-3 Kioicho, Chiyoda-ku, Tokyo, Japan |
| ZOZO Inc. | Midori-Cho 1-15-16, Inage-ku, Chiba city, Chiba, Japan |
| Arm Holdings plc | 110 Fulbourn Road, Cambridge, Cambridgeshire, United Kingdom, CB1 9NJ |
| Arm PIPD Holdings One, LLC | 150 Rose Orchard Way, San Jose, 95134-1358, California, United States, 19801 |

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|---|--|
| Arm PIPD Holdings Two, LLC | 150 Rose Orchard Way, San Jose, 95134-1358, California, United States, 19801 |
| Fukuoka SoftBank HAWKS Corp. | 2-2-2, Jigyohama, Chuo-ku, Fukuoka-shi, Fukuoka, Japan |
| Balyo SA | 74, avenue Vladimir Ilitch Lénine, Arcueil, 94110, France |
| SoftBank Robotics Group Corp. | 1-7-1 Kaigan, Minato-ku, Tokyo, Japan |
| SoftBank Robotics Corp. | 1-7-1 Kaigan, Minato-ku, Tokyo, Japan |
| SoftBank Robotics America, Inc. | 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, Delaware 19808 USA |
| SoftBank Robotics UK Ltd. | We Work, Kings Place, 90 York Way, N1 9AG |
| Birkin Cleaning Services Limited | Magnet Road, West Thurrock, Grays, Essex, England, RM20 4DP |
| SmartBX Co., Ltd. | 1-7-1 Kaigan, Minato-ku, Tokyo, Japan |
| Gourmet X Corp. | 1-7-1 Kaigan, Minato-ku, Tokyo, Japan |
| Asratec Corp. | 2-2-1 Toranomom, Minato-ku, Tokyo, Japan |
| Gausium Robot Vision Co. Ltd. | 1-7-1 Kaigan, Minato-ku, Tokyo, Japan |
| SoftBank Robotics Australia Pty Ltd. | Tower 2 Darling Park, Level 16, 201 Sussex Street, Sydney NSW 2000, Australia |
| Conrad Maintenance Services Pte Ltd | 2 Jurong East St 21, #02-168, IMM Building, Singapore 609601 |
| MXS Ventures Pte Ltd | 2 Kallang Ave, #07-25 CT Hub, Singapore 339407 |
| MS Operations Pty Ltd | Level 27, 120 Collins Street, Melbourne VIC 3000, Australia |
| MS Journey Pty Ltd | Level 27, 120 Collins Street, Melbourne VIC 3000, Australia |
| Millennium Services Group Pty Ltd | Level 3, 631 Springvale Road, Mulgrave, Victoria, 3170 |
| Millennium Group (NZ) Pty Ltd | 3a / 335 Lincoln Road, Addington, Christchurch, 8024 |
| Millennium Cleaning (NSW) Pty Ltd | Level 3, 631 Springvale Road, Mulgrave, Victoria, 3170 |
| Millennium Cleaning (TAS) Pty Ltd | Level 3, 631 Springvale Road, Mulgrave, Victoria, 3170 |
| Millennium Management Services (Aust) Pty Ltd | Level 3, 631 Springvale Road, Mulgrave, Victoria, 3170 |
| Millennium Security Specialist Services Pty Ltd | Level 3, 631 Springvale Road, Mulgrave, Victoria, 3170 |
| Millennium Services Group Operations Pty Ltd | Level 3, 631 Springvale Road, Mulgrave, Victoria, 3170 |
| Millennium Cleaning (WA) Pty Ltd | Level 3, 631 Springvale Road, Mulgrave, Victoria, 3170 |
| Millennium Hi-Tech Group Pty Ltd | Level 3, 631 Springvale Road, Mulgrave, Victoria, 3170 |
| Millennium Cleaning Specialist Services Pty Ltd | Level 3, 631 Springvale Road, Mulgrave, Victoria, 3170 |
| Millennium Cleaning (Qld) Pty Ltd | Level 3, 631 Springvale Road, Mulgrave, Victoria, 3170 |
| Millennium Hi-Tech Holdings Pty Ltd | Level 3, 631 Springvale Road, Mulgrave, Victoria, 3170 |
| Millennium Management Services (WA) Pty Ltd | Level 3, 631 Springvale Road, Mulgrave, Victoria, 3170 |
| Millennium Cleaning (Vic) Pty Ltd | Level 3, 631 Springvale Road, Mulgrave, Victoria, 3170 |
| Millennium Hi-Tech (SA) Pty Ltd | Level 3, 631 Springvale Road, Mulgrave, Victoria, 3170 |