

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/SchemeSPC Global Holdings Ltd (ASX: SPG)

ACN/ARSN150 015 446

1. Details of substantial holder (1)

NameBabylon Custodian Pty Ltd

ACN/ARSN (if applicable)633 438 276

The holder became a substantial holder on12 December 2024

2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary shares (Shares)	11,507,748	11,507,748	5.96% based on 192,981,882 Shares

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 substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Babylon Custodian Pty Ltd	Relevant interest under section 608(1) of the Corporations Act, being the registered holder of the securities	11,507,748 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
Babylon Custodian Pty Ltd	Babylon Custodian Pty Ltd as trustee for the Babylon Family Trust	Babylon Custodian Pty Ltd as trustee for the Babylon Family Trust	11,507,748 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	
Babylon Custodian Pty Ltd	12 December 2024	N/A	Fully paid ordinary shares in SPC Global Limited pursuant to the Sale and Purchase Agreement annexed as Annexure A	11,507,748 Shares

6. Associates

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

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

7. Addresses

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

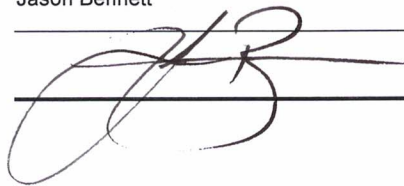
Name	Address
Babylon Custodian Pty Ltd	33 Beach Road, Collaroy NSW 2097

Signature

print name Jason Bennett

capacity Authorised person

sign here



date 18/12/24

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
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

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

ANNEXURE A

This is Annexure A of 24 pages referred to in 'Form 603 - Notice of initial substantial' holder dated ____ December 2024

Signature

print name	Jason Bennett	capacity	Authorised person
sign here		date	18/12/24

Sale and Purchase Agreement

The Original Juice Co. Ltd
Babylon Custodian Pty Ltd as trustee of the Babylon Family
Trust

Dated *28th September* 2024



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Parties

OJC

Name The Original Juice Co. Ltd
ACN 150 015 446
Address 20 Heaths Court, Mill Park, VIC 3082
Email scail@originaljuiceco.com.au
Attention Steve Cail
Copy to David Schiavello
Partner, Thomson Geer
dschiavello@tglaw.com.au

Seller

Name Babylon Custodian Pty Ltd, as trustee of the Babylon Family Trust
ABN 633 438 276
Address 33 Beach Street, Collaroy NSW 2097
Email jbennett@jpbadvisory.com
Attention Jason Bennett

Background

- A The Seller owns the SPC Shares and is entitled to sell the SPC Shares.
- B The Seller agrees to sell and OJC agrees to buy the SPC Shares on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

- 1.1 In this agreement, unless the context otherwise requires, the following definitions apply:

Acceptance Form means the acceptance form attached to or accompanying the Prospectus which the Seller will use to apply for its OJC Consideration Shares.

Acquisition means the proposed acquisition by OJC of the Sale Shares in consideration for the issue of OJC Consideration Shares to the Seller and otherwise in accordance with the terms and conditions of this agreement.

ASIC means the Australian Securities & Investments Commission.

Business Day means a day other than a Saturday, Sunday or public holiday on which banks are open for business generally in Sydney and Melbourne, Australia.

Completion means completion of the subscription for, and issue and allotment of, the OJC Consideration Shares in accordance with this agreement (which for the avoidance of doubt must take place at MID Completion).

Completion Date means the date on which Completion occurs.

Condition means the condition set out in clause 3.1.

Confidential Information means, in respect of a party, all information relating to the operations or affairs of that party including all financial or accounting information, all customer names and lists, customer contact and registration information, customer correspondence, customer purchasing histories, terms and conditions of supply, sales records, marketing analysis and research and reports and other marketing information, all information relating to intellectual property rights of the party, all trade secrets, know how, operating procedures, technology, technical information, technical data, proprietary processes and formulae, product recipes, algorithms, specifications, procedures, methods, techniques, ideas, creations, inventions, discoveries and improvements, engineering, manufacturing, product, personnel and other associated information and materials, and all other information treated by the party as confidential or capable of being protected at law or equity as confidential information, whether noted or named as being confidential or not, but excluding information that is public knowledge (but not because of a breach of this agreement) or which has been independently created or acquired by the relevant party.

Control has meaning given to that term in section 50AA of the Corporations Act.

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

Encumbrance means a mortgage charge, pledge, lien, encumbrance, security interest, title retention, preferential right, trust arrangement, contractual right of set-off or any other security agreement or arrangement in favour of any person, whether registered or unregistered, including any Security Interest.

Fairly Disclosed has the meaning given to that term in the MID.

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality, board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

GST has the meaning given to that term in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Mandatory Restriction Agreement means a restriction agreement in the form set out in Appendix 9A of the ASX Listing Rules as amended from time to time.

MID means the merger implementation deed between OJC and SPC dated on or around the date of this agreement.

MID Completion means "Acquisition Completion" as defined under the MID.

OJC Board means the board of directors of OJC from time to time.

OJC Constitution means the constitution of OJC as amended from time to time.

OJC Consideration Shares means the number of OJC Shares to be issued to the Seller in its Respective Proportion in consideration for the transfer of the Sale Shares to OJC, as set out in Schedule 1 (calculated on the basis that the OJC Shares on issue as at the date of this agreement have been consolidated on a 10:1 basis prior to Completion).

OJC Information has the meaning given to that term in the MID.

OJC Register means the register of members of OJC.

OJC Registry means Automic Pty Ltd.

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

OJC Warranties means the warranties set out in Schedule 2.

Other SPAs means sale and purchase agreements substantially in the form of this sale and purchase agreement which have been executed by OJC and certain other SPC Shareholders who, when taken together with the Seller, hold more than 90% of the issued share capital of SPC.

Prospectus has the meaning given to it in the MID.

Related Entity means, with respect to any person, any other person that Controls, is Controlled by, or is under common Control with, such person.

Representative, in respect of a person, means any director, officer, employee, agent, contractor, adviser or Related Entity of or to that person, or any director, officer, employee, agent, contractor, adviser or Related Entity of or to a Related Entity of or to that person.

Respective Proportion means the proportion that the Seller's Sale Shares bear to all of the SPC Shares on issue that are sold and transferred to OJC in connection with the merger contemplated by the MID, expressed as a percentage and set out in Schedule 1.

Sale Shares means the SPC Shares held by the Seller as set out in Schedule 1 and **Sale Share** means any one of them as the context requires.

Security Interest has the meaning given in section 12 of the *Personal Property Securities Act 2009* (Cth).

Sellers' Representative means Jason Bennett, on behalf of the Seller or such other persons as are appointed as Sellers' Representative under clause 12.2.

Seller Warranties means the warranties set out in 11.

Shareholders Agreement means the shareholders agreement in respect of SPC dated 21 December 2021 (as amended from time to time).

SPC means SPC Global Limited ACN 633 389 394.

SPC Board means the board of directors of SPC from time to time.

SPC Register means the register of members of SPC.

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

SPC Shareholder means a person who is registered as a holder of SPC Shares.

Stamp Duty means any stamp, transaction or registration tax or charge imposed by any Government Agency and includes any interest, fine, penalty, charge or other amount in respect of such tax or charge but excludes any GST.

Tax, Taxes or Taxation means all forms of present and future taxes, excise, Stamp Duty or other duties, imposts, deductions, charges, withholdings, rates, levies or other governmental impositions imposed, assessed or charged by any Government Agency, together with all

interest, penalties, fines, expenses and other additional statutory charges relating to any of them, imposed or withheld by a Government Agency.

Tax Act means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) or the *Taxation Administration Act 1953* (Cth) as the case may be.

Tax Law means a law relating to Tax.

Interpretation

- 1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:
- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
 - (b) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or Government Agency;
 - (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
 - (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other gender;
 - (e) a reference to the word **include** or **including** is to be interpreted without limitation;
 - (f) a reference to the word **owing** means actually or contingently owing, and **owe** and **owed** have an equivalent meaning;
 - (g) a reference to a party, clause, schedule, annexure or attachment is a reference to a party, clause, schedule, annexure or attachment of or to this agreement, any reference to a part or paragraph is to a part or paragraph of a schedule to this agreement, any reference within a schedule to a part is to a part of that schedule, and any reference within a part of a schedule to a paragraph is to a paragraph of that part of that schedule;
 - (h) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
 - (i) the schedules, annexures and attachments form part of this agreement;
 - (j) headings are inserted for convenience only and do not affect the interpretation of this agreement;
 - (k) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement; and
 - (l) Business day; references to and calculations of time.

1.3 In this agreement, unless the context otherwise requires:

- (a) a reference to a business day means a day other than a Saturday, Sunday or public holiday on which banks are open for business generally in Sydney, New South Wales and Melbourne, Victoria;
- (b) a reference to a time of day means that time of day in the place whose laws govern the construction of this agreement;
- (c) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
- (d) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

Several liability

1.4 Except as otherwise set out in this agreement:

- (a) a reference to any party to this agreement, where that party is made up of more than one person, includes each of them severally;
- (b) any agreement, covenant, undertaking, representation or warranty under this agreement by two or more persons binds each of them severally; and
- (c) any benefit in favour of two or more persons is for the benefit of each of them severally.

Best and reasonable endeavours

1.5 A reference to a party using or obligation on a party to use its best endeavours or reasonable endeavours or all reasonable endeavours does not oblige that party to:

- (a) pay money:
 - (i) in the form of an inducement or consideration to a third party to procure something (other than the payment of immaterial expenses or costs, including costs of advisers and costs associated with relevant regulatory applications, to procure the relevant thing); or
 - (ii) in circumstances that are commercially onerous or unreasonable in the context of this agreement;
- (b) provide other valuable consideration to or for the benefit of any person; or
- (c) agree to commercially onerous or unreasonable conditions.

2 Sale and purchase of the sale shares

Sale and purchase

2.1 Subject to the terms and conditions of this agreement, the Seller must sell, and OJC must buy, the Sale Shares in consideration for the issue to the Seller of the OJC Consideration Shares:

- (a) free from all Encumbrances;

- (b) with all rights, including dividend and voting rights, attached or accrued to them on or after the Completion Date; and
- (c) subject to the terms and conditions of this agreement.

Title and risk

2.2 The parties agree and acknowledge:

- (a) unencumbered legal and beneficial title in the Sale Shares will pass to OJC on Completion;
- (b) until Completion, the Seller remains the owner of and bears all risk in connection with the Sale Shares; and
- (c) from Completion, OJC will become the owner of and bear all risk in connection with the Sale Shares.

Transfer of the Sale Shares

2.3 Subject to the satisfaction of the Condition, at Completion the Seller must:

- (a) transfer to OJC all of its Sale Shares free from Encumbrances and together with all rights attaching to them, including all accrued rights to dividends;
- (b) submit a completed Acceptance Form (in accordance with the instructions in that form and in the Prospectus for its OJC Consideration Shares); and
- (c) deliver to OJC:
 - (i) an executed transfer form for all of its Sale Shares in the form annexed as Schedule 4; and
 - (ii) the original share certificates for the Sale Shares (or deed of indemnity in the form reasonably acceptable to OJC in respect of any lost share certificates).

2.4 Each Seller must, when requested by OJC, promptly complete, execute and deliver to OJC, and cause any entity which the Seller controls (or any entity which controls the Seller) and which holds or has some economic interest in the Sale Shares to complete, execute and deliver to OJC, a Mandatory Restriction Agreement for the period and for such number of Consideration Shares as required by the ASX or under the ASX Listing Rules.

Issue of OJC Consideration Shares

2.5 Subject to the satisfaction of the Condition, OJC must:

- (a) at Completion:
 - (i) issue and allot the OJC Consideration Shares under the Prospectus to the Seller free and clear of any Security Interest or other encumbrance or claim of any other person and as fully paid ordinary shares that have no money owing in respect of them;
 - (ii) instruct the OJC Registry to issue a holding statement to the Seller for the number of OJC Consideration Shares held by them; and
 - (iii) instruct the OJC Registry to update the OJC Register accordingly; and

- (b) as soon as practicable after Completion, and no later than 5 Business Days after Completion, lodge an Appendix 2A with ASX reflecting the issue of the OJC Consideration Shares.

Acceptance of OJC Consideration Shares

2.6 Upon the issue and allotment of the OJC Consideration Shares, the Seller:

- (a) agrees to accept the OJC Consideration Shares issued to it;
- (b) authorises its name to be placed on the register of members of OJC in respect of the OJC Consideration Shares; and
- (c) agrees to become a member of OJC and be bound by the OJC Constitution.

Power of attorney

2.7 The Seller irrevocably agrees to:

- (a) authorise the Sellers' Representative to give and receive notices on its behalf those notices required to be given under this agreement; and
- (b) appoint the Sellers' Representative as its attorney to complete and sign any documents under hand or seal and do anything on his, her or its behalf which the Sellers' Representative reasonably considers is required to give effect to any matter contemplated by this agreement including to execute all necessary transfer documentation.

2.8 The attorney appointed in accordance with clause 2.7(b) may exercise or concur in exercising its powers even if the attorney has a conflict of duty in exercising powers or has a direct or personal interest in the means or result of that exercise of power.

2.9 The Seller agrees to ratify and confirm whatever the attorney lawfully does or causes to be done under the appointment.

Roll-over relief

2.10 The parties acknowledge that the Sellers intend to obtain capital gains tax roll-over relief under Subdivision 124-M of the Tax Act in relation to the sale of the Sale Shares pursuant to this agreement. As such:

- (a) OJC warrants that it has not made, and will not make, a choice under section 124-795(4) of the Tax Act;
- (b) in the event section 124-782 of the Tax Act applies to the sale of the Sale Shares pursuant to this agreement, the parties will jointly choose to obtain the roll-over in accordance with subsection 124-780(3)(d) of the Tax Act; and
- (c) the parties acknowledge that OJC does not make any representations regarding potential availability or otherwise to the Sellers of the capital gains tax roll-over relief under Subdivision 124-M of the Tax Act in relation to the sale of the Sale Shares pursuant to this agreement and it is the Sellers' responsibility to make their own determination of any such availability or otherwise of such roll-over relief.

3 Condition

- 3.1 Completion of the sale and purchase of the Sale Shares and the respective obligations of the parties under clause 2 is conditional on the satisfaction of each of the MID Conditions Precedent and nothing in this agreement is intended to give rise to a binding agreement in relation to the sale of the Sale Shares unless and until each of the MID Conditions Precedent have been satisfied or waived in accordance with the terms of the MID.

Waiver of Condition

- 3.2 The Condition set out in clause 3.1 may not be waived.

Reasonable endeavours

- 3.3 OJC and the Seller will use reasonable endeavours to procure that the Condition is satisfied as soon as reasonably practicable after the date of this agreement and continues to be satisfied at all times and must not do anything which would prevent the Condition from being satisfied.

Notifications

- 3.4 OJC and the Seller must:
- (a) keep the other promptly and reasonably informed of the steps it has taken and of its progress towards satisfaction of the Condition;
 - (b) promptly notify the other in writing if it becomes aware that the Condition has been satisfied, in which case that party must comply with any reasonable request for evidence of the satisfaction of the Condition made by the other party; and
 - (c) promptly notify the other in writing if it becomes aware that the Condition is or has become incapable of being satisfied (having regard to the respective obligations of each party under clause 3.3).

4 Completion

Time and place for Completion

- 4.1 Subject to satisfaction of the Condition, Completion must take place simultaneously with MID Completion by electronic exchange.

Completion

- 4.2 At Completion, OJC and the Seller must fulfil their obligations, and carry out the steps referable to them, in clause 2.
- 4.3 Completion is taken to have occurred when:
- (a) the parties to this agreement have performed all of their obligations under clause 2; and
 - (b) the parties to the Other SPAs have performed all of their obligations under clause 2 of their respective Other SPA.

Interdependence

- 4.4 The obligations of the parties at Completion are interdependent and must take place, as nearly as possible, simultaneously with the completion obligations of the parties to the Other SPAs, and no delivery or payment will be deemed to have been made under this agreement until all deliveries and payments have been made under the Other SPAs.

5 Waiver of pre-emptive rights

- 5.1 The Seller, by its execution of this agreement, irrevocably and unconditionally:
- (a) waives any pre-emptive or similar rights or restrictions that would otherwise exist, arise or apply in relation to the transfer of SPC Shares pursuant to this agreement or the Other SPAs, whether such rights or restrictions are created, conferred or imposed by law, the constitution of the Company, the Shareholders Agreement or otherwise; and
 - (b) covenants and undertakes in favour of OJC that it will not exercise or enforce (or seek to exercise or enforce) any pre-emptive or similar rights or restrictions in relation to the transfer of SPC Shares pursuant to this agreement or the Other SPAs, whether such rights or restrictions are created, conferred or imposed by law, the constitution of the Company, the Shareholders Agreement or otherwise.

6 OJC Warranties

OJC Warranties

- 6.1 OJC represents and warrants to the Seller that each of the OJC Warranties is true and accurate as at Completion.

Independent OJC Warranties

- 6.2 Each of the OJC Warranties is to be construed independently of the others and is not limited by reference to any other OJC Warranty.

Reliance

- 6.3 OJC acknowledges that the Seller has entered into this agreement and will complete this agreement in reliance on the OJC Warranties.

7 Seller Warranties

Seller Warranties

- 7.1 The Seller severally but not jointly represents and warrants to OJC that each of the Seller Warranties is true and correct as at Completion.

Independent Seller Warranties

- 7.2 Each of the Seller Warranties is to be construed independently of the others and is not limited by reference to any other Seller Warranty.

Reliance

- 7.3 The Seller acknowledges that OJC has entered into this agreement and will complete this agreement in reliance on the Seller Warranties.

8 Trustee limitation of liability

Capacity

- 8.1 Notwithstanding any other provision of this agreement, the Seller who is a trustee enters into this agreement in its capacity as trustee of the relevant trust and in no other capacity.

Limitation of liability

- 8.2 The recourse of any party to the Seller who is a trustee in respect of any obligation or liability of the Seller under or in respect of this agreement is limited to the Seller's ability to be indemnified from the assets of the trust and if as a result of this limitation any party does not receive or recover the full amount due to it in connection with the performance or non-performance by the Seller of any of its obligations, or the payment or non-payment by the Seller of any of its liabilities, under or in respect of this agreement, the party may not seek to recover the shortfall by bringing proceedings against the Seller in its personal capacity.

Limitation not to apply

- 8.3 Clause 8.2 does not apply to any obligation or liability of the Seller who is a trustee to the extent that it is not satisfied because there is for any reason a reduction in the extent of the Seller's indemnification out of the assets of the trust arising as a result of its fraud, gross negligence or breach of trust.

9 Termination

- 9.1 This agreement will terminate automatically if the MID is terminated (in accordance with its terms) prior to MID Completion.
- 9.2 Other than in accordance with clause 9.1, no party may terminate or rescind this agreement for any reason.

Effect of termination

- 9.3 In the event of termination of this agreement under this clause 9, then:
- (a) each party is released from its obligations to further perform its obligations under this agreement, except those expressed to survive termination; and
 - (b) this agreement will become void and have no effect, except that the provisions of clauses 5, 9, 10 and 12 survive termination.

10 Confidentiality

Confidential Information

- 10.1 Subject to clause 10.3, each party acknowledges that the terms of this agreement, the existence of this agreement, the fact that this agreement has been entered into and all information, documents and material disclosed or provided to it or any of its Representatives by any other party to this agreement or any of its Representatives in the course of communications or negotiations in connection with this agreement (including the sale of the Sale Shares) is confidential.

Parties must maintain confidentiality

- 10.2 Each party severally agrees to maintain the confidentiality of the matters referred to in clause 10.1 and any other Confidential Information provided to it or retained by it in any form after Completion, and not use, disclose or reproduce such Confidential Information for any purpose other than as permitted by this agreement, and must ensure that their respective officers, employees, contractors, professional advisers, representatives and agents do likewise.

Permitted disclosures

- 10.3 Notwithstanding clauses 10.1 and 10.2, and subject to clause 10.4, a party may disclose information where such disclosure:
- (a) has been expressly consented to in writing by the other parties or is specifically contemplated and permitted by this agreement;
 - (b) is made to a Representative of a party or to another person who must know it for the purposes of this agreement (including to that party's financiers or intended financiers) and that Representative or other person to whom the information is disclosed is bound by obligations of confidentiality no less onerous than those imposed on the parties to this agreement and keeps the information confidential; or
 - (c) is required by law or a regulatory body (including a relevant stock exchange), court or Government Agency.

Required disclosures

- 10.4 Where a party is required to make any disclosure in accordance with clause 10.3(c), the party required to make that disclosure must (to the extent it is lawfully able and practicable), before doing so:
- (a) notify the other parties of the proposed disclosure or announcement;
 - (b) coordinate and consult with the other parties in relation to the timing and content of the disclosure;
 - (c) use its reasonable endeavours to comply with any reasonable request by another party concerning the proposed disclosure; and
 - (d) give the other parties a reasonable opportunity to challenge in a court of law or other appropriate body whether the proposed disclosure is required.

Other exceptions

- 10.5 The obligations under clauses 10.1 and 10.2 do not apply to Confidential Information that is disclosed:
- (a) if that information is in the public domain (other than because the party has disclosed it in breach of this agreement);
 - (b) the receiving party lawfully has the information before it was disclosed to them in connection with this agreement; or
 - (c) in the proper course of legal or other proceedings relating to this agreement.

Notification of breach

- 10.6 If a party becomes aware of a breach of any of the obligations set out in this clause 10, that party will immediately notify the other parties.

Continuing obligation

- 10.7 This clause 10 continues to bind the parties after Completion and after the parties' other obligations under this agreement terminate.

11 Announcements

- 11.1 The Seller acknowledges that OJC has, as a company listed on the ASX, an obligation of continuous disclosure and that, in accordance with this obligation, OJC will make announcements in relation to entry into this agreement (which may include the material terms of this agreement) and any further steps taken in order to give effect to this agreement.
- 11.2 Subject to clause 11.1, a party must not make any public announcement, communication or circular relating to this agreement (including the fact that the parties have executed this agreement).

12 Sellers' representative

Authority

- 12.1 The Seller:
- (a) despite any other provision of this agreement, irrevocably authorises the Sellers' Representative (subject only to clause 12.2) to act on its behalf in relation to any act, matter or thing required or permitted by the terms of this agreement to be done by the Seller, including:
 - (i) to give and receive notices;
 - (ii) to give any approval or exercise of discretion;
 - (iii) to amend, vary or waive any provision of this agreement or any matter relating to this agreement;
 - (iv) to carry out any act or execute any document necessary or desirable in connection with effecting Completion in accordance with clause 4 of this agreement for and on behalf of and as attorney for the Seller;
 - (v) to carry out any act or execute any document necessary or desirable in relation to any claim or potential claim under or in respect of any transaction or matter contemplated by this agreement, including to pursue, settle or compromise any such claim on such terms as the Seller's Representative may in its absolute discretion determine;
 - (b) acknowledges that OJC is entitled to treat any act, matter or thing done by the Sellers' Representative as binding on the Seller and is not required to enquire further in respect of such act, matter or thing; and
 - (c) acknowledges that OJC may discharge any obligation under this agreement to give any payment, document, notice or other thing to the Seller (including any document

served to initiate or as part of legal proceedings against the Seller) by giving it to the Sellers' Representative.

Replacement

- 12.2 The Sellers' Representative may by notice to the parties replace the Sellers' Representative with such persons as are specified in the notice.

13 Goods and services tax

Interpretation

- 13.1 For the purposes of this clause 13:
- (a) unless otherwise stated, terms that have a defined meaning in this clause have the same meaning as in the GST Act; and
 - (b) if a supply is treated as a periodic or progressive supply under the GST Act, each periodic or progressive component of the supply will be treated as if it is a separate supply.

Consideration excludes GST

- 13.2 Unless otherwise stated, all consideration to be paid or provided under this agreement is expressed exclusive of GST.

Payment of GST

- 13.3 If GST applies to a supply made under this agreement, for consideration that is not stated to include GST, the recipient must pay to the supplier an additional amount equal to the GST payable on the supply (**GST Amount**). The GST Amount is payable at the same time that the first part of the consideration for the supply is to be provided. The obligation to pay the GST Amount is subject to the issuance of a Tax invoice. However, this clause 13.3 will not apply if the GST on the supply is reverse charged and payable by the recipient.

Adjustment events

- 13.4 If, under or in connection with this agreement, the supplier has an adjustment event for a supply under the GST Law which varies the amount of GST payable on the supply, the supplier will adjust the amount payable by the recipient to take account of the varied GST Amount. Any payment under this clause is to be treated as an increase or decrease (as appropriate) of the additional amount payable under clause 13.3. The supplier will promptly issue an adjustment note to the recipient and no payment is required until such adjustment note is received.

Reimbursement and indemnity payments

- 13.5 Subject to an express provision in this agreement to the contrary, any payment, amount, reimbursement or indemnity required to be made to a party (**Payee**) under this agreement that is calculated by reference to a cost, expense, liability or other amount paid or payable by the Payee to a third party (**Expense**) will be calculated by reference to that Expense inclusive of GST, less the amount of any input tax credit which the Payee (or the representative member of a GST Group of which the Payee is a member) is entitled to claim in relation to that Expense (other than any GST required to be paid or passed on to a third party by the Payee).

Survival on termination

- 13.6 This clause 13 will not merge on Completion and will survive the termination of this agreement.

GST Grouping

- 13.7 Any reference in this clause to an input tax credit to which a party is entitled includes an input tax credit arising from a creditable acquisition by that party but to which the representative member of a GST group of which the party is a member is entitled.

14 Notices

Notices only by authorised signatories

- 14.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if they are a director of the relevant party, or if they are a person duly authorised by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 14.2 Any notice or communication given to a party under this agreement is only given if it is in writing, marked for the attention of the relevant person listed for that party (if any) set out in the **Parties** section (page 1) of this agreement, and sent in one of the following ways:

- (a) delivered or posted to that party at its address set out in the **Parties** section of this agreement; or
- (b) emailed to that party at its email address set out in the **Parties** section of this agreement.

Change of address or email address

- 14.3 If a party gives three business days' notice of a change of its address or email address, any notice or communication is only given by another party if it is delivered or posted to the latest address or email address so notified.

Time notice is given

- 14.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, five) business days after it is posted; or
 - (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent,

however, if any notice or communication would be treated as given:

- (d) on a day that is not a business day, or after 5:00pm on a business day, in the place of the party to whom it is sent, it will be treated as having been given at 9:00am on the next business day; or
- (e) before 9:00am on a business day in the place of the party to whom it is sent, it will be treated as having been given at 9:00am on that business day.

Copies of notices

- 14.5 A failure to provide a copy of any notice or communication to a person where required under this agreement does not affect the delivery of a notice or communication under this clause 14.

15 Miscellaneous

Assignment

- 15.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

- 15.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in relation to preparing, negotiating, executing and completing this agreement and any document related to this agreement.

Counterparts

- 15.3 This agreement may be executed in any number of counterparts. All counterparts taken together constitute one document.
- 15.4 A party, including via its legal advisers engaged in connection with this agreement, may exchange this agreement with the other parties by electronic copy, or by emailing a PDF copy, of its executed counterpart to the other parties or their respective legal advisers engaged in connection with this agreement. If this agreement has been executed electronically by or on behalf of a company, each signatory confirms that they hold the position named at their electronic signature.

Exercise of rights

- 15.5 A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy and failure by a party to exercise, or delay by a party in exercising, a right, power or remedy does not prevent its exercise. Except where expressly stated to the contrary in this agreement, the rights of a party under this agreement are cumulative and are in addition to any other rights available to that party whether those rights are provided for under this agreement or by law.

Governing law and jurisdiction

- 15.6 This agreement is governed by the laws of Victoria. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

No adverse construction

- 15.7 No term or condition of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that provision.

Severability

- 15.8 Each provision of this agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this agreement in the relevant jurisdiction, but the rest of this agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variation

- 15.9 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

Waiver

- 15.10 A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.

Entire agreement

- 15.11 This agreement constitutes the entire agreement between the parties, and supersedes and cancels any contract, deed, arrangement, related condition, collateral arrangement, condition, warranty, indemnity or representation imposed, given or made by a party (or a Representative of a party) prior to entering into this agreement.

Schedule 1 Seller Details

Seller	SPC Shares	OJC Consideration Shares
Babylon Custodian Pty Ltd as trustee of the Babylon Family Trust	15,000,000	115,077,479

Schedule 2 OJC Warranties

- 1 OJC has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 2 OJC is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation.
- 3 OJC has the power to enter into and perform its obligations under this agreement and to carry out the transactions contemplated by this agreement and OJC's obligations under this agreement are valid and binding and enforceable against it in accordance with their terms.
- 4 Neither the entry into nor performance by it of this agreement nor any transaction contemplated under this agreement violates in any material respect any provision of any judgment binding on it, its constituent documents, the Listing Rules as they apply to OJC, any law or any document, agreement or other arrangement binding on it or its assets.
- 5 OJC is not and has not been the subject of an Insolvency Event and, there are no circumstances that justify OJC being the subject of an Insolvency Event.
- 6 No unsatisfied judgment, order or award is outstanding against OJC and no distress or execution has been levied on, or other process commenced against, any asset of OJC.
- 7 Except as announced publicly on ASX prior to the date of this agreement or as Fairly Disclosed, 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 OJC Shares or other securities in the OJC.
- 8 Each OJC Consideration Share will be issued free of any Security Interests or other encumbrance or claim of any other person and as a fully paid share that has no money owing in respect of it.
- 9 OJC will procure the grant of Official Quotation of each OJC Consideration Share, and each OJC Consideration Share will be freely tradeable by the Seller (including for the purposes of section 707 of the Corporations Act).
- 10 As at the date of this agreement, OJC is not aware of any reason why ASX would refuse an application by OJC for the Official Quotation of OJC Consideration Shares.
- 11 OJC has prepared the Prospectus in compliance with the content requirements of section 710 of the Corporations Act and the OJC Information contained in the Prospectus is not false, misleading or deceptive or likely to mislead or deceive, including by omission.
- 12 OJC is entitled to:
 - 12.1 make the Offer under the Prospectus; and
 - 12.2 issue the Prospectus.

Schedule 3 Seller Warranties

The Seller represents and warrants that:

- 1 The Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 2 The Seller is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation.
- 3 The Seller has the power to enter into and perform its obligations under this agreement and to carry out the transactions contemplated by this agreement and the Seller's obligations under this agreement are valid and binding and enforceable against it in accordance with their terms.
- 4 Neither the entry into nor performance by it of this agreement nor any transaction contemplated under this agreement violates in any material respect any provision of any judgment binding on it, its constituent documents, any law or any document, agreement or other arrangement binding on it or its assets.
- 5 The Seller is the sole legal owner of the Shares held by it at Completion, and has the power to transfer the full legal and beneficial interest in those Shares to OJC free from Encumbrances as contemplated by this agreement.
- 6 At Completion, the Shares held by the Seller will be free from Encumbrances.
- 7 The Seller is not and has not been the subject of an Insolvency Event and, there are no circumstances that justify the Seller being the subject of an Insolvency Event.
- 8 No unsatisfied judgment, order or award is outstanding against the Seller and no distress or execution has been levied on, or other process commenced against, any asset of the Seller.

Trustee Seller

To the extent the Seller enters into this agreement as trustee of one or more trusts (each a **Trust**), the Seller warrants that:

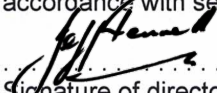
- 9 It has full and valid power under the trust deed of that Trust (**Trust Deed**) to enter into this agreement and to carry out the transactions contemplated by this agreement including all proper authorisations and consents;
- 10 It has full and valid power under the Trust Deed to carry on its business as now conducted or contemplated and to own its assets (including any asset purported to be charged or mortgaged by it);
- 11 It has the right to be indemnified out of, and a lien over, the assets of the Trust except where it is fraudulent, negligent or in breach of trust. Subject to law (including equity), the Seller's right of indemnity out of, and lien over, the assets of the Trust have not been limited in any way. The Seller has no liability which may be set off against that right of indemnity;
- 12 It has entered into this agreement and the transactions evidenced by it for the proper administration of the Trust and for the benefit of the beneficiaries of the Trust;
- 13 It has been validly appointed as trustee of the Trust and is the sole trustee of the Trust;
- 14 It is not in breach of the Trust or of its obligations under the Trust Deed, and no one has alleged that it is in breach;

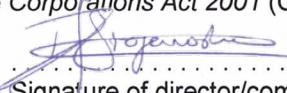
- 15 The Trust has been validly created, is in existence and is solely constituted by the Trust Deed. The Trust Deed is not void, voidable or otherwise unenforceable. A date has not been declared under the Trust Deed as the date on which the Trust will be vested or come to an end. The execution, delivery and performance of this agreement by the Seller as trustee of the Trust does not and will not result in a breach of the Trust Deed;
- 16 No property of the Trust has been re-settled or set aside or transferred to any other trust, and no event for the vesting of the assets of the Trust occurred; and
- 17 All necessary resolutions have been duly passed and all consents, approvals and other procedural matters have been obtained or attended to as required by the Trust Deed for the trustee of the Trust to enter into and perform the documents to which it is expressed to be a party.

Signature page

Executed as a deed.

Executed by **The Original Juice Co. Ltd ACN 150 015 446** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:


.....
Signature of director


.....
Signature of director/company secretary

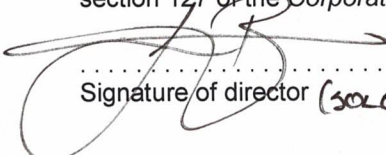
JEFFREY GIBB KENNETT
.....
Full name of director

DANIELA STOJANOSKA
.....
Full name of director/company secretary

[If the Seller is an entity with two officers]

[If the Seller is an entity as trustee]

Executed by **Babylon Custodian Pty Ltd ABN 633 438 276** as trustee of the Babylon Family Trust in accordance with section 127 of the *Corporations Act 2001* (Cth) by:


.....
Signature of director (sole)

.....
Signature of director/company secretary


.....
Full name of director

.....
Full name of director/company secretary

Amended Schedule 1

To the share sale and purchase agreement between The Original Juice Co. Ltd ACN 150 015 446 and the Seller named below, for the sale and purchase of the SPC Shares listed below in consideration for the issue of the OJC Consideration Shares (post share consolidation) listed below.

Seller	SPC Shares	OJC Consideration Shares (pre share consolidation)	OJC Consideration Shares (post share consolidation)
Babylon Custodian Pty Ltd as trustee of the Babylon Family Trust	15,000,000	115,077,479	11,507,748

Confirmed by Seller:


Dated

Confirmed by The Original Juice Co. Ltd ACN 150 015 446 by its authorised representative:


Dated