

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

**Notice of initial substantial holder**

To Company Name/Scheme QANTM Intellectual Property Limited (QIP)

ACN/ARSN 612 441 326

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

Name Fox BidCo Pty Ltd ACN 676 928 457 (Fox BidCo), on its own behalf and on behalf of its ultimate controller, Adamantem Capital Fund II LP (acting through its general partner Adamantem Capital Fund II GP LP, acting through its general partner Adamantem Capital Fund II General Partner Pty Limited ACN 639 593 187) (Adamantem) and each of Adamantem's other controlled entities listed in Annexure A (being each other entity interposed on a control basis between Adamantem and Fox BidCo) (known as an Adamantem Group Entity)

ACN/ARSN (if applicable) See Annexure A

The holder became a substantial holder on 10 May 2024

**2. Details of voting power**

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares	26,666,821	26,666,821	18.92% (based on 140,928,047 ordinary shares on issue as at the date of this notice)

**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
Fox BidCo	<p>Fox BidCo has a relevant interest under sections 608(1)(b), 608(1)(c) and 608(8) of the Corporations Act.</p> <p>On 10 May 2024, Fox BidCo and QIP entered into a scheme implementation deed (<b>Scheme Implementation Deed</b>) in relation to a proposed scheme of arrangement under Chapter 5.1 of the <i>Corporations Act 2001</i> (Cth) (<b>Corporations Act</b>) (the <b>Scheme</b>) pursuant to which Fox BidCo would acquire 100% of the issued shares in QIP.</p> <p>On 10 May 2024, each of the persons identified in Annexure B (<b>Commitment Shareholders</b>) delivered deed polls in favour of Fox BidCo in connection with the Scheme (<b>Commitment Deeds</b>). Under the Commitment Deeds, the Commitment Shareholders undertake to procure that QIP shares they own or control are voted in favour of the Scheme and/or to receive part scrip and part cash consideration in exchange for QIP shares on implementation of the Scheme.</p> <p>Copies of the Commitment Deeds are annexed to this notice as Annexure B.</p>	26,666,821 fully paid ordinary shares
Adamantem and each Adamantem Group Entity	Adamantem and each Adamantem Group Entity have a relevant interest in QIP shares under section 608(3)(b) of the Corporations Act as they control Fox BidCo.	26,666,821 fully paid ordinary shares

**4. Details of present registered holders**

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Fox BidCo, Adamantem and each Adamantem Group Entity	Commitment Shareholders as per details in Annexure B	Commitment Shareholders as per details in Annexure B	As per the details in Annexure B
Fox BidCo, Adamantem and each Adamantem Group Entity	Equity Plan Services Pty Ltd ACN 621 855 838	Equity Plan Services Pty Ltd ACN 621 855 838	2,800,450
Fox BidCo, Adamantem and each Adamantem Group Entity	Chuah Jern Ern (NRIC No.: 700425-07-5081)	Chuah Jern Ern (NRIC No.: 700425-07-5081)	10,407

**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	
Fox BidCo, Adamantem and each Adamantem Group Entity	10 May 2024 (as per details in Annexure B)	N/A		26,666,821 fully paid ordinary shares

**6. Associates**

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

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

**7. Addresses**

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

Name	Address
Adamantem and each other Adamantem Group Entity	Level 8, 167 Macquarie Street, Sydney NSW 2000

**Signature**

print name Angus Stuart

capacity Director

sign here

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date 13 May 2024

**DIRECTIONS**

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.

- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
  - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, 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 1 page referred to in Form 603 (Notice of initial substantial holding)

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13 May 2024

Angus Stuart  
Director

Date

### List of Adamantem Group Entities

The Adamantem Group Entities listed below are related bodies corporate and are taken to be associates under section 11 of the Corporations Act.

Fox HoldCo Limited ACN 676 925 821

Fox MidCo A Pty Ltd ACN 676 926 784

Fox MidCo B Pty Ltd ACN 676 927 647

## Annexure B

This is Annexure B of 162 pages referred to in Form 603 (Notice of initial substantial holding)

Name of Commitment Shareholder	Issued QIP shares owned or controlled subject to voting commitments	Annexure no.
Claire Foggo	584,694	Annexure B1
David Webber	2,037,226	Annexure B2
Elizabeth Godfrey	98,730	Annexure B3
Seow Pea Sze	450	Annexure B4
Grant Stonier	1,350	Annexure B5
Hannah Brown	1,482,058	Annexure B6
Ian Drew	454,437	Annexure B7
John Dower	2,888,884	Annexure B8
Karen Bentley	152,653	Annexure B9
Kian Khoo	55,524	Annexure B10
Madeline Chan	450	Annexure B11
Marion Heathcote	2,093,226	Annexure B12
Michael Caine	2,059,746	Annexure B13
Michael Wolnizer	2,045,928	Annexure B14
Nick Holmes	75,758	Annexure B15
Aqualucent Pty Ltd <Hearthstone A/C>	56,000	Annexure B16
Aqualucent Pty Ltd	975,608	Annexure B17
Orilux Pty Ltd	450,450	Annexure B18
Owen Gee	202,129	Annexure B19
Ross Clark	1,331,967	Annexure B20
Sally Jayne Davis	2,317	Annexure B21
Stuart Irvine	75,758	Annexure B22
Tania Uren	2,702	Annexure B23
Thomas Griffiths	454,698	Annexure B24
The Park Bench Fund Pty Ltd as trustee for The Park Bench Trust	205,000	Annexure B25
Tracey Hendy	243,105	Annexure B26
Victor Argæt	2,037,226	Annexure B27
William Hird	1,249,350	Annexure B28
Alex Tzanidis	164,364	Annexure B29
Adam Denley	87,469	Annexure B30
Desmond Tan	23,423	Annexure B31
Gavin Recchia	837,226	Annexure B32
Mathew Lucas	1,426,058	Annexure B33

Annexure B also attaches Commitment Deeds from Deborah David, Grant Jacobsen, Lim Pui Keng, Sean McManis and Lee Siew Ling in respect of QIP shares held by Equity Plan Services Pty Ltd and Chuah Jern Ern as referred to in section 4 (in Annexures B34-B38).

To the extent the Commitment Deeds require the Commitment Shareholders to lodge a substantial holder notice, this substantial holder notice is also to be taken as a notice lodged on their behalf.

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13 May 2024

Angus Stuart  
Director

Date

# Voting and scrip election deed

Date: 10 May 2024

By: Claire Foggo (Shareholder)

In favour of: Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). It sets out the terms and conditions on which Shareholder agrees to vote its 584,694 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) by 5.00 pm (Sydney time) within 5 business days after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (**SID**), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 1(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

## 2. **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

## 3. **Other conduct**

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or

- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

#### 4. **Confidentiality**

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and
  - (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

#### 5. **Warranty**

Shareholder represents and warrants that:

- (a) it is the legal and beneficial owner of the Target Shares free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares.

6. **General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.

**Executed as a deed poll.**

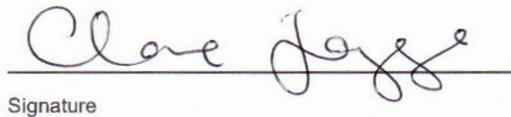
**SIGNED, SEALED and DELIVERED** by  
**CLAIRE FOGGO** in the presence of:



Signature of witness

Jennifer Wright

Name



Signature

# Voting and scrip election deed

Date: 10 May 2024

By: David Webber (Shareholder)

In favour of: Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). It sets out the terms and conditions on which Shareholder agrees to vote its 2,037,226 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) by 5.00 pm (Sydney time) within 5 business days after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (**SID**), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 1(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

2

## Termination

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

3

## Other conduct

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or

- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

#### 4 **Confidentiality**

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and
  - (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

#### 5 **Warranty**

Shareholder represents and warrants that:

- (a) the Target Shares are free of encumbrances, and it has full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares.

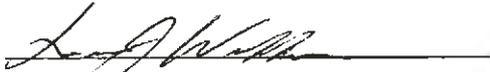
**General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.

**Executed as a deed poll.**

**SIGNED, SEALED and DELIVERED** by  
**DAVID WEBBER** in the presence of:

  
Signature

  
Signature of witness

HISA WEBBER  
Name

# Voting and scrip election deed

**Date: 6 May 2024**

**By: Elizabeth Godfrey (Shareholder)**

**In favour of: Fox BidCo Pty Ltd (ACN 676 928 457) (BidCo) and its related bodies corporate.**

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). It sets out the terms and conditions on which Shareholder agrees to vote its 98,730 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Definitions

**Employee Share Trust** means the trust governed by the trust deed titled 'Employee share trust' between Target, Smartequity EIS Pty Ltd ACN 606 521 233 and Remuneration Strategies Pty Ltd ACN 621 854 840 dated 19 April 2018, as amended from time to time (including by the supplemental deed dated 19 July 2018).

### 2 Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) by 5.00 pm (Sydney time) within 5 business days after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (**SID**), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting

that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 2(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

### 3. **Equity incentive arrangements**

In respect of any share units or other interests in QIP Shares held by Shareholder in the Target's Employee Share Trust (**Trust Interests**), Shareholder agrees that it will, promptly upon the request of Target, enter into such arrangements as are reasonably requested by Target to (in each case subject to the Scheme becoming Effective):

- (a) enable the crystallisation of the relevant share units or other interests to be brought forward and cancelled in settlement of the related loan, and the related QIP Shares to be acquired for the Cash Consideration pursuant to the Scheme; and
- (b) elect to reinvest value equal to 50% of the Cash Consideration received by Shareholder for its Trust Interests in Class B shares in RollCo, on the same terms as Class B shares in RollCo are being issued pursuant to the Scheme.

### 4. **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

## **5 Other conduct**

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or
- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

## **6 Confidentiality**

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and

- (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

## 7 **Warranty**

Shareholder represents and warrants that:

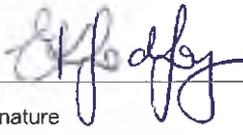
- (a) it is the legal and beneficial owner of the Target Shares free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares, other than in connection with the Trust Interests.

## 8 **General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.

Executed as a deed poll.

**SIGNED, SEALED and DELIVERED** by  
**ELIZABETH GODFREY** in the presence of:

  
Signature

  
Signature of witness

  
Name

# Voting and scrip election deed

**Date: 6 May 2024**

**By: Seow Pea Sze (Shareholder)**

**In favour of:** Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). It sets out the terms and conditions on which Shareholder agrees to vote its 450 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085 (less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) by 5.00 pm (Sydney time) within 5 business days after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (**SID**), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 1(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

## 2. **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

## 3. **Other conduct**

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or

- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

#### 4. **Confidentiality**

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and
  - (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

#### 5. **Warranty**

Shareholder represents and warrants that:

- (a) it is the legal and beneficial owner of the Target Shares free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares.

6. **General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.
- (g) Without limiting the binding nature of the commitments made by Shareholder in this deed, it is acknowledged that Shareholder may not have had the opportunity before entering into this deed to obtain independent legal advice, accounting and tax advice as contemplated by the draft Rollco Shareholders' Deed.

**Executed as a deed poll.**

**SIGNED, SEALED and DELIVERED** by  
**SEOW PEA SZE** in the presence of:



\_\_\_\_\_  
Signature



\_\_\_\_\_  
Signature of witness

**NG SZE WEI**

\_\_\_\_\_  
Name

*\*Delete if not applicable*

I witnessed the signing of this document over audio visual link in accordance with s 12 of the *Electronic Transactions (Victoria) Act 2000* (Vic). All of the requirements of that section were met.

# Voting and scrip election deed

Date: 10 May 2024

By: Grant Stonier (Shareholder)

In favour of: Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). It sets out the terms and conditions on which Shareholder agrees to vote its 1,350 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Definitions

**Employee Share Trust** means the trust governed by the trust deed titled 'Employee share trust' between Target, Smartequity EIS Pty Ltd ACN 606 521 233 and Remuneration Strategies Pty Ltd ACN 621 854 840 dated 19 April 2018, as amended from time to time (including by the supplemental deed dated 19 July 2018).

### 2. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) by 5.00 pm (Sydney time) within 5 business days after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (**SID**), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting

that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 2(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

### 3. **Equity incentive arrangements**

In respect of any share units or other interests in QIP Shares held by Shareholder in the Target's Employee Share Trust (**Trust Interests**), Shareholder agrees that it will, promptly upon the request of Target, enter into such arrangements as are reasonably requested by Target to (in each case subject to the Scheme becoming Effective):

- (a) enable the crystallisation of the relevant share units or other interests to be brought forward and cancelled in settlement of the related loan, and the related QIP Shares to be acquired for the Cash Consideration pursuant to the Scheme; and
- (b) elect to reinvest value equal to 50% of the Cash Consideration received by Shareholder for its Trust Interests in Class B shares in RollCo, on the same terms as Class B shares in RollCo are being issued pursuant to the Scheme.

### 4. **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

**5. Other conduct**

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or
- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

**6. Confidentiality**

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and

- (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

## 7. **Warranty**

Shareholder represents and warrants that:

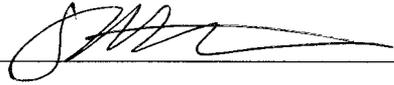
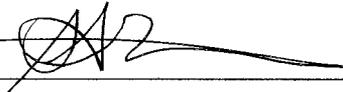
- (a) it is the legal and beneficial owner of the Target Shares free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares, other than in connection with the Trust Interests.

## 8. **General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.
- (g) Without limiting the binding nature of the commitments made by Shareholder in this deed, it is acknowledged that Shareholder may not have had the opportunity before entering into this deed to obtain independent legal advice, accounting and tax advice as contemplated by the draft Rollco Shareholders' Deed.

**Executed as a deed poll.**

**SIGNED, SEALED and DELIVERED** by  
**GRANT STONIER** in the presence of:

  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Signature of witness

Stacie Stonier  
\_\_\_\_\_  
Name

# Voting and scrip election deed

Date: 10 May 2024

By: Hannah Brown (Shareholder)

In favour of: Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). It sets out the terms and conditions on which Shareholder agrees to vote its 1,482,058 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) by 5.00 pm (Sydney time) within 5 business days after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (**SID**), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 1(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

## 2. **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

## 3. **Other conduct**

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or

- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

#### 4. **Confidentiality**

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and
  - (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

#### 5. **Warranty**

Shareholder represents and warrants that:

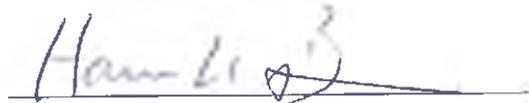
- (a) the Target Shares are free of encumbrances, and it has full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares.

6 **General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) Without limiting the binding nature of the commitments made by Shareholder in this deed, it is acknowledged that Shareholder may not have had the opportunity before entering into this deed to obtain independent legal advice, accounting and tax advice as contemplated by the draft Rollco Shareholders' Deed.
- (f) Where applicable, the Shareholder confirms that it is a "Relevant Manager" in relation to the person who receives scrip consideration in connection with the Scheme, and will be bound by the Shareholders' Deed governing RollCo, with effect from implementation of the Scheme."
- (g) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (h) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.

**Executed as a deed poll.**

**SIGNED, SEALED and DELIVERED** by  
**HANNAH BROWN** in the presence of:

  
Signature

  
Signature of witness

DAVID D. WEBBER  
Name

*\*Delete if not applicable*

I witnessed the signing of this document over audio visual link in accordance with s 12 of the *Electronic Transactions (Victoria) Act 2000* (Vic). All of the requirements of that section were met.

# Voting and scrip election deed

Date: 10 May 2024

By: Ian Drew (**Shareholder**)

In favour of: Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). It sets out the terms and conditions on which Shareholder agrees to vote its 454,437 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Definitions

**Employee Share Trust** means the trust governed by the trust deed titled 'Employee share trust' between Target, Smartequity EIS Pty Ltd ACN 606 521 233 and Remuneration Strategies Pty Ltd ACN 621 854 840 dated 19 April 2018, as amended from time to time (including by the supplemental deed dated 19 July 2018).

### 2. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) by 5.00 pm (Sydney time) within 5 business days after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (**SID**), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting

that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 2(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

### 3 **Equity incentive arrangements**

In respect of any share units or other interests in QIP Shares held by Shareholder in the Target's Employee Share Trust (**Trust Interests**), Shareholder agrees that it will, promptly upon the request of Target, enter into such arrangements as are reasonably requested by Target to (in each case subject to the Scheme becoming Effective):

- (a) enable the crystallisation of the relevant share units or other interests to be brought forward and cancelled in settlement of the related loan, and the related QIP Shares to be acquired for the Cash Consideration pursuant to the Scheme; and
- (b) elect to reinvest value equal to 50% of the Cash Consideration received by Shareholder for its Trust Interests in Class B shares in RollCo, on the same terms as Class B shares in RollCo are being issued pursuant to the Scheme.

### 4 **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal,
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination

## 5 Other conduct

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or
- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

## 6 Confidentiality

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and

- (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

## **7. Warranty**

Shareholder represents and warrants that:

- (a) the Target Shares are free of encumbrances, and it has full power and authority to enter into and complete this deed and it has obtained any necessary consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares, other than in connection with the Trust Interests.

## **8. General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed

Executed as a deed poll.

**SIGNED, SEALED and DELIVERED** by  
**IAN DREW** in the presence of:



Signature of witness



Name



Signature

# Voting and scrip election deed

**Date:** 10 May 2024

**By:** John Dower (Shareholder)

**In favour of:** Fox BidCo Pty Ltd (ACN 676 928 457) (BidCo) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (Target) and fully paid ordinary shares in Target (QIP Shares). It sets out the terms and conditions on which Shareholder agrees to vote its 2,888,884 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (Target Shares) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (Scheme), pursuant to which BidCo or one of its related bodies corporate (Bidder) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (Cash Consideration); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (RollCo), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (Mixed Consideration),

per QIP Share (the Scheme Consideration).

### 1. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (ASX) by 5.00 pm (Sydney time) within 5 business days after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (SID), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 1(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

## **2. Performance rights**

In respect of all of the performance rights in relation to QIP Shares held by Shareholder (the Rights), subject to those Rights being accelerated by the Target, Shareholder agrees that it will elect to receive the Mixed Consideration in respect of the QIP Shares which are issued upon exercise of the Rights.

## **3. Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

## **4. Other conduct**

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;

- Sign Envelope ID: 74A030E-DF30-4E45-B17A-18A66A1F7C3
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or
  - (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

## **5. Confidentiality**

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and
  - (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

## **6. Warranty**

Shareholder represents and warrants that:

- (a) it is the legal and beneficial owner of the Target Shares free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person; and

- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares.

**7. General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.

**Executed as a deed poll.**

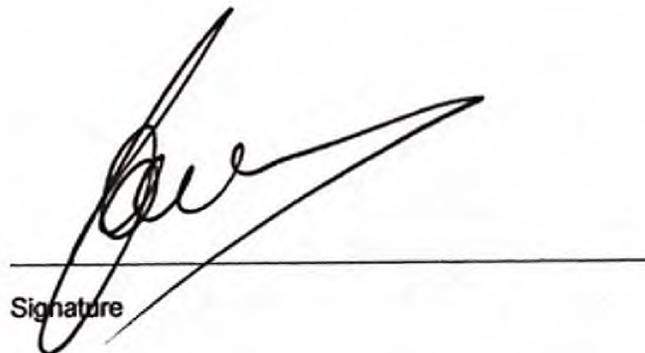
**SIGNED, SEALED and DELIVERED** by  
**JOHN DOWER** in the presence of:



Signature of witness

ANGELA DOWER

Name



Signature

*\*Delete if not applicable*

I witnessed the signing of this document over audio visual link in accordance with s 12 of the *Electronic Transactions (Victoria) Act 2000 (Vic)*. All of the requirements of that section were met.

# Voting and scrip election deed

**Date:** 10 May 2024

**By:** Karen Bentley (**Shareholder**)

**In favour of:** Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). It sets out the terms and conditions on which Shareholder agrees to vote its 152,653 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Definitions

**Employee Benefit Trust** means the trust governed by the trust deed titled 'Employee Benefits Trust Deed' between Smartequity EIS Pty Ltd ACN 606 521 233, Target, Davies Collison Cave ABN 22 077 969 519 and Freehills Patent Attorneys ABN 69 113 651 229 dated on or about August 2016.

**Employee Share Trust** means the trust governed by the trust deed titled 'Employee share trust' between Target, Smartequity EIS Pty Ltd ACN 606 521 233 and Remuneration Strategies Pty Ltd ACN 621 854 840 dated 19 April 2018, as amended from time to time (including by the supplemental deed dated 19 July 2018).

### 2. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) by 5.00 pm (Sydney time) within 5 business days after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (**SID**), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 2(a); and
- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

### 3. **Equity incentive arrangements**

In respect of any share units or other interests in QIP Shares held by Shareholder in the Target's Employee Benefit Trust and Employee Share Trust (**Trust Interests**), Shareholder agrees that it will, promptly upon the request of Target, enter into such arrangements as are reasonably requested by Target to (in each case subject to the Scheme becoming Effective):

- (a) enable the crystallisation or cancellation of the relevant share units or other interests to be brought forward and cancelled in settlement of the related loan, and the related QIP Shares to be acquired for the Cash Consideration pursuant to the Scheme; and
- (b) elect to reinvest value equal to 50% of the Cash Consideration received by Shareholder for its Trust Interests in Class B shares in RollCo, on the same terms as Class B shares in RollCo are being issued pursuant to the Scheme.

### 4. **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;

- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

## 5. **Other conduct**

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or
- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

## 6. **Confidentiality**

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:

- (i) Shareholder is supportive of the Scheme;
- (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and
- (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

## 7. **Warranty**

Shareholder represents and warrants that:

- (a) the Target Shares are free of encumbrances, and it has full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares, other than in connection with the Trust Interests.

## 8. **General**

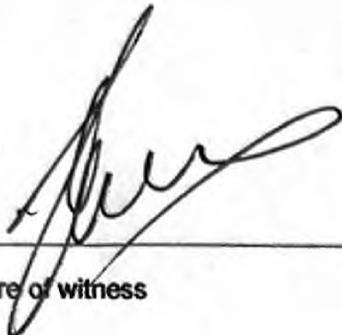
- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.

**Executed as a deed poll.**

**SIGNED, SEALED and DELIVERED** by  
**KAREN BENTLEY** in the presence of:



\_\_\_\_\_  
Signature



\_\_\_\_\_  
Signature of witness

JOHN DOWER

Name

*\*Delete if not applicable*

I witnessed the signing of this document over audio visual link in accordance with s 12 of the *Electronic Transactions (Victoria) Act 2000 (Vic)*. All of the requirements of that section were met.

# Voting and scrip election deed

**Date:** 10 May 2024

**By:** Kian Khoo (Shareholder)

**In favour of:** Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). It sets out the terms and conditions on which Shareholder agrees to vote its 55,524 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) by 5.00 pm (Sydney time) within 5 business days after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (**SID**), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 1(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

## 2. **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

## 3. **Other conduct**

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or

- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

#### 4. **Confidentiality**

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and
  - (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

#### 5. **Warranty**

Shareholder represents and warrants that:

- (a) it is the legal and beneficial owner of the Target Shares free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares.

6. **General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.

**Executed as a deed poll.**

**SIGNED, SEALED and DELIVERED** by  
**KIAN KHOO** in the presence of:



\_\_\_\_\_  
Signature



\_\_\_\_\_  
Signature of witness

Lim Beng Hui

\_\_\_\_\_  
Name

*\*Delete if not applicable*

~~I witnessed the signing of this document over audio visual link in accordance with s 12 of the Electronic Transactions (Victoria) Act 2000 (Vic). All of the requirements of that section were met.~~

# Voting and scrip election deed

Date: 10 May 2024

By: Madeleine Chan (**Shareholder**)

In favour of: Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). It sets out the terms and conditions on which Shareholder agrees to vote its 450 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Definitions

**Employee Share Trust** means the trust governed by the trust deed titled 'Employee share trust' between Target, Smartequity EIS Pty Ltd ACN 606 521 233 and Remuneration Strategies Pty Ltd ACN 621 854 840 dated 19 April 2018, as amended from time to time (including by the supplemental deed dated 19 July 2018).

### 2. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) by 5.00 pm (Sydney time) within 5 business days after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (**SID**), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting

that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 2(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

### 3 **Equity incentive arrangements**

In respect of any share units or other interests in QIP Shares held by Shareholder in the Target's Employee Share Trust (**Trust Interests**), Shareholder agrees that it will, promptly upon the request of Target, enter into such arrangements as are reasonably requested by Target to (in each case subject to the Scheme becoming Effective):

- (a) enable the crystallisation of the relevant share units or other interests to be brought forward and cancelled in settlement of the related loan, and the related QIP Shares to be acquired for the Cash Consideration pursuant to the Scheme; and
- (b) elect to reinvest value equal to 50% of the Cash Consideration received by Shareholder for its Trust Interests in Class B shares in RollCo, on the same terms as Class B shares in RollCo are being issued pursuant to the Scheme.]

### 4 **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

**5 Other conduct**

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or
- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

**6 Confidentiality**

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and

- (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

## **7. Warranty**

Shareholder represents and warrants that:

- (a) it is the legal and beneficial owner of the Target Shares free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares, other than in connection with the Trust Interests.

## **8 General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed
- (d) Any term defined in the Corporations Act has the same meaning in this deed
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed

Executed as a deed poll.

**SIGNED, SEALED and DELIVERED** by  
**MADELEINE CHAN** in the presence of:



Signature



Signature of witness

MICHAEL WOLNIZER

Name

*\*Delete if not applicable*

I witnessed the signing of this document over audio visual link in accordance with s 12 of the *Electronic Transactions (Victoria) Act 2000 (Vic)*. All of the requirements of that section were met.

# Voting and scrip election deed

Date: 10 May 2024

By: Marion Heathcote (Shareholder)

In favour of: Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). It sets out the terms and conditions on which Shareholder agrees to vote its 2,093,226 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) by 5.00 pm (Sydney time) within 5 business after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (**SID**), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 1(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

## 2. **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

## 3. **Other conduct**

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or

- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

#### 4. **Confidentiality**

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and
  - (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

#### 5. **Warranty**

Shareholder represents and warrants that:

- (a) the Target Shares are free of encumbrances, and it has full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares.

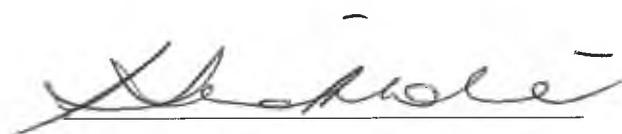
6. **General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.

**Without limiting the binding nature of the commitments made by Shareholder in this deed, it is acknowledged that Shareholder may not have had the opportunity before entering into this deed to obtain independent legal advice, accounting and tax advice as contemplated by the draft Rollco Shareholders**

**Deed Executed as a deed poll.**

**SIGNED, SEALED and DELIVERED** by  
**MARION HEATHCOTE** in the presence of:



Signature



Signature of witness

**CHRIS JORDAN**

Name

# Voting and scrip election deed

Date: 10 May 2024

By: Michael Caine (Shareholder)

In favour of: Fox BidCo Pty Ltd (ACN 676 928 457) (BidCo) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (Target) and fully paid ordinary shares in Target (QIP Shares). It sets out the terms and conditions on which Shareholder agrees to vote its 2,037,226 + 22,520 = 2,059,746 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (Target Shares) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the Corporations Act 2001 (Cth) (Scheme), pursuant to which BidCo or one of its related bodies corporate (Bidder) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (Cash Consideration); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (RollCo), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (Mixed Consideration),

per QIP Share (the Scheme Consideration).

### 1. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (ASX) by 5.00 pm (Sydney time) within 5 business after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (SID), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 1(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

2. **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

3. **Other conduct**

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or

- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

#### 4. **Confidentiality**

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and
  - (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

#### 5. **Warranty**

Shareholder represents and warrants that:

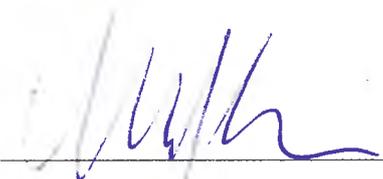
- (a) the Target Shares are free of encumbrances, and it has full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares.

6. **General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.

**Executed as a deed poll.**

**SIGNED, SEALED and DELIVERED** by  
**MICHAEL CAINE** in the presence of:

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of witness

ZOE CAINE  
\_\_\_\_\_  
Name

*\*Delete if not applicable*

I witnessed the signing of this document over audio visual link in accordance with s 12 of the *Electronic Transactions (Victoria) Act 2000 (Vic)*. All of the requirements of that section were met.

# Voting and scrip election deed

**Date:** 10 May 2024

**By:** Michael Wolnizer (**Shareholder**)

**In favour of:** Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). It sets out the terms and conditions on which Shareholder agrees to vote its 2,045,928 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) by 5.00 pm (Sydney time) within 5 business days after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (**SID**), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 1(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

## 2 **Performance rights**

In respect of all of performance rights in relation to QIP Shares held by Shareholder (the **Rights**), subject to those Rights being accelerated by the Target, Shareholder agrees that it will elect to receive the Mixed Consideration in respect of the QIP Shares which are issued upon exercise of the Rights.

## 3 **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed,
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

## 4 **Other conduct**

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;

- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or
- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

## 5 Confidentiality

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and
  - (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

## 6 Warranty

Shareholder represents and warrants that:

- (a) it is the legal and beneficial owner of the Target Shares free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person; and

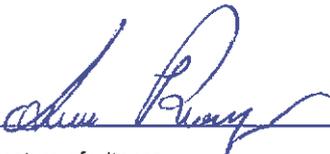
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares.

7 **General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.

**Executed as a deed poll.**

**SIGNED, SEALED and DELIVERED** by  
**MICHAEL WOLNIZER** in the presence of:

  
Signature of witness

  
Signature

ANNA ROSEMEIER  
Name

*\*Delete if not applicable*

I witnessed the signing of this document over audio visual link in accordance with s 12 of the *Electronic Transactions (Victoria) Act 2000* (Vic). All of the requirements of that section were met.

# Voting and scrip election deed

Date: 10 May 2024

By: Nick Holmes (Shareholder)

In favour of: Fox BidCo Pty Ltd (ACN 676 928 457) (BidCo) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (Target) and fully paid ordinary shares in Target (QIP Shares). It sets out the terms and conditions on which Shareholder agrees to vote its 75,758 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (Target Shares) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (Scheme), pursuant to which BidCo or one of its related bodies corporate (Bidder) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (Cash Consideration); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (RollCo), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (Mixed Consideration),

per QIP Share (the Scheme Consideration).

### 1. Definitions

**Employee Share Trust** means the trust governed by the trust deed titled 'Employee share trust' between Target, Smartequity EIS Pty Ltd ACN 606 521 233 and Remuneration Strategies Pty Ltd ACN 621 854 840 dated 19 April 2018, as amended from time to time (including by the supplemental deed dated 19 July 2018).

### 2. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (ASX) by 5.00 pm (Sydney time) within 5 business days after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (SID), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting

that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 2(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

### 3 **Equity incentive arrangements**

In respect of any share units or other interests in QIP Shares held by Shareholder in the Target's Employee Share Trust (**Trust Interests**), Shareholder agrees that it will, promptly upon the request of Target, enter into such arrangements as are reasonably requested by Target to (in each case subject to the Scheme becoming Effective):

- (a) enable the crystallisation of the relevant share units or other interests to be brought forward and cancelled in settlement of the related loan, and the related QIP Shares to be acquired for the Cash Consideration pursuant to the Scheme; and
- (b) elect to reinvest value equal to 50% of the Cash Consideration received by Shareholder for its Trust Interests in Class B shares in RollCo, on the same terms as Class B shares in RollCo are being issued pursuant to the Scheme.

### 4 **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal,
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination

**5. Other conduct**

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or
- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

**6 Confidentiality**

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and

- (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

## **7 Warranty**

Shareholder represents and warrants that:

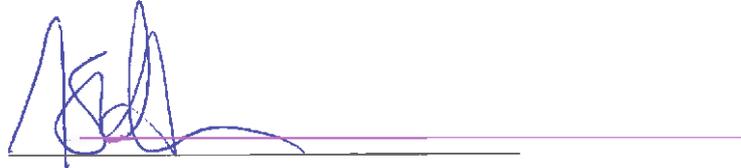
- (a) it is the legal and beneficial owner of the Target Shares free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares, other than in connection with the Trust Interests.

## **8 General**

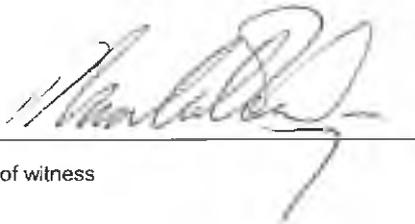
- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed

Executed as a deed poll.

**SIGNED, SEALED and DELIVERED** by  
**NICK HOLMES** in the presence of:



Signature



Signature of witness

MICHAEL WOLNIZER

Name

*\*Delete if not applicable*

I witnessed the signing of this document over audio visual link in accordance with s 12 of the *Electronic Transactions (Victoria) Act 2000 (Vic)*. All of the requirements of that section were met.

# Voting and scrip election deed

Date: 10 May 2024

By: Aqualucent Pty Ltd ACN 600 093 892 <Hearthstone A/C> (**Shareholder**)

In favour of: Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). It sets out the terms and conditions on which Shareholder agrees to vote its 56,000 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) by 5.00 pm (Sydney time) within 5 business days after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (**SID**), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 1(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

## 2. **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

## 3. **Other conduct**

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or

- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

#### 4. **Confidentiality**

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and
  - (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

#### 5. **Warranty**

Shareholder represents and warrants that:

- (a) it is the legal owner of the Target Shares as trustee for the trust denoted as <Hearthstone A/C> free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares and the "Target Shares" as defined in Aqualucent Pty Ltd ACN 600 093 892's and Orilux Pty Ltd ACN 614 389 589's deeds of the same name, entered into on or about the date of this document.

6. **General**

- (a) Without limiting the binding nature of the commitments made by Shareholder in this deed, it is acknowledged that Shareholder may not have had the opportunity before entering into this deed to obtain independent legal advice, accounting and tax advice as contemplated by the draft Rollco Shareholders' Deed.
- (b) Any date, time or period referred to in this deed shall be of the essence.
- (c) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (d) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (e) Any term defined in the Corporations Act has the same meaning in this deed.
- (f) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (g) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.

**Executed as a deed poll.**

**EXECUTED** by **AQUALUCENT PTY LTD**  
**ACN 600 093 892 <HEARTHSTONE A/C>**  
by its sole director and sole company  
secretary:



Signature of sole director and sole company secretary

Nikhil Nirmal Ramchand

Name

# Voting and scrip election deed

Date: 10 May 2024

By: Aqualucent Pty Ltd ACN 600 093 892 (**Shareholder**)

In favour of: Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). It sets out the terms and conditions on which Shareholder agrees to vote its 975,608 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) by 5.00 pm (Sydney time) within 5 business days after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (**SID**), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 1(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

## 2. **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

## 3. **Other conduct**

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or

- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

#### 4. **Confidentiality**

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and
  - (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

#### 5. **Warranty**

Shareholder represents and warrants that:

- (a) it is the legal owner of the Target Shares free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares and the "Target Shares" as defined in Aqualucent Pty Ltd ACN 600 093 892 <Hearthstone A/C>'s and Orilux Pty Ltd ACN 614 389 589's deeds of the same name, entered into on or about the date of this document.

6. **General**

- (a) Without limiting the binding nature of the commitments made by Shareholder in this deed, it is acknowledged that Shareholder may not have had the opportunity before entering into this deed to obtain independent legal advice, accounting and tax advice as contemplated by the draft Rollco Shareholders' Deed.
- (b) Any date, time or period referred to in this deed shall be of the essence.
- (c) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (d) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (e) Any term defined in the Corporations Act has the same meaning in this deed.
- (f) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (g) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.

**Executed as a deed poll.**

**EXECUTED** by **AQUALUCENT PTY LTD**  
**ACN 600 093 892** by its sole director and  
sole company secretary:

  
\_\_\_\_\_  
Signature of sole director and sole company secretary

Nikhil Nirmal Ramchand  
\_\_\_\_\_  
Name

# Voting and scrip election deed

Date: 10 May 2024

By: Orilux Pty Ltd ACN 614 389 589 (**Shareholder**)

In favour of: Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). It sets out the terms and conditions on which Shareholder agrees to vote its 450,450 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) by 5.00 pm (Sydney time) within 5 business days after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (**SID**), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 1(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

## 2. **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

## 3. **Other conduct**

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or

- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

#### 4. **Confidentiality**

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and
  - (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

#### 5. **Warranty**

Shareholder represents and warrants that:

- (a) it is the legal owner of the Target Shares free of encumbrances, with full power and authority to enter into and complete this deed; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares and the "Target Shares" as defined in Aqualucent Pty Ltd ACN 600 093 892 <Hearthstone A/C>'s and in Aqualucent Pty Ltd ACN 600 093 892's deeds of the same name, entered into on or about the date of this document.

6. **General**

- (a) Without limiting the binding nature of the commitments made by Shareholder in this deed, it is acknowledged that Shareholder may not have had the opportunity before entering into this deed to obtain independent legal advice, accounting and tax advice as contemplated by the draft Rollco Shareholders' Deed.
- (b) Any date, time or period referred to in this deed shall be of the essence.
- (c) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (d) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (e) Any term defined in the Corporations Act has the same meaning in this deed.
- (f) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (g) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.

**Executed as a deed poll.**

**EXECUTED** by **ORILUX PTY LTD ACN 600 093 892** by its sole director and sole company secretary:



Signature of sole director and sole company secretary

Nikhil Nirmal Ramchand

Name

# Voting and scrip election deed

Date: 10 May 2024

By: Owen Gee (Shareholder)

In favour of: Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). It sets out the terms and conditions on which Shareholder agrees to vote its 202,129 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) by 5.00 pm (Sydney time) within 5 business days after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (**SID**), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 1(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

## 2. **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

## 3. **Other conduct**

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or

- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

#### 4. **Confidentiality**

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and
  - (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

#### 5. **Warranty**

Shareholder represents and warrants that:

- (a) the Target Shares are free of encumbrances, and it has full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares.

6. **General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.
- (g) Without limiting the binding nature of the commitments made by Shareholder in this deed, it is acknowledged that Shareholder may not have had the opportunity before entering into this deed to obtain independent legal advice, accounting and tax advice as contemplated by the draft Rollco Shareholders' Deed.

**Executed as a deed poll.**

**SIGNED, SEALED and DELIVERED** by  
**OWEN GEE** in the presence of:

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of witness

*Ellen Wei Yan Chan*  
\_\_\_\_\_  
Name

*\*Delete if not applicable*

I witnessed the signing of this document over audio visual link in accordance with s 12 of the *Electronic Transactions (Victoria) Act 2000 (Vic)*. All of the requirements of that section were met.

# Voting and scrip election deed

Date: 10 May 2024

By: Ross Clark (Shareholder)

In favour of: Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). It sets out the terms and conditions on which Shareholder agrees to vote its 1,331,967 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) by 5.00 pm (Sydney time) within 5 business days after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (**SID**), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 1(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

## **2. Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

## **3. Other conduct**

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or

- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

#### 4. Confidentiality

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and
  - (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

#### 5. Warranty

Shareholder represents and warrants that:

- (a) The Target Shares are free of encumbrances, and it has full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares.

6. **General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.
- (g) Without limiting the binding nature of the commitments made by Shareholder in this deed, it is acknowledged that Shareholder may not have had the opportunity before entering into this deed to obtain independent legal advice, accounting and tax advice as contemplated by the draft Rolco Shareholders' Deed. Where applicable, the Shareholder confirms that it is a "Relevant Manager" in relation to the person who receives scrip consideration in connection with the Scheme, and will be bound by the Shareholders' Deed governing RollCo, with effect from implementation of the Scheme.

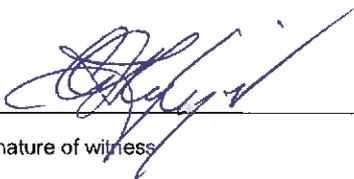
**Executed as a deed poll.**

**SIGNED, SEALED and DELIVERED** by  
**ROSS CLARK** in the presence of:




---

Signature




---

Signature of witness

**TRICK SHAN**

---

Name

*\*Delete if not applicable*

I witnessed the signing of this document over audio visual link in accordance with s 12 of the *Electronic Transactions (Victoria) Act 2000 (Vic)*. All of the requirements of that section were met.

# Voting and scrip election deed

Date: 10 May 2024

By: Sally Jayne Davis (**Shareholder**)

In favour of: Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). It sets out the terms and conditions on which Shareholder agrees to vote its 2317 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) by 5.00 pm (Sydney time) within 5 business days after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (**SID**), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 1(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

2

## **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

3

## **Other conduct**

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or

- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

#### 4. Confidentiality

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and
  - (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

#### 5. Warranty

Shareholder represents and warrants that:

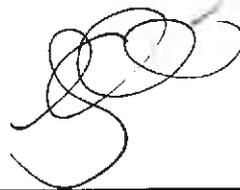
- (a) it is the legal and beneficial owner of the Target Shares free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares.

6 **General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.

**Executed as a deed poll.**

**SIGNED, SEALED and DELIVERED** by  
**SALLY JAYNE DAVIS** in the presence of:



Signature

  
\_\_\_\_\_  
Signature of witness

**ALEX TZANIDIS**  
\_\_\_\_\_  
Name

*\*Delete if not applicable*

I witnessed the signing of this document over audio visual link in accordance with s 12 of the *Electronic Transactions (Victoria) Act 2000 (Vic)*. All of the requirements of that section were met.

# Voting and scrip election deed

Date: 10 May 2024

By: Stuart Irvine (Shareholder)

In favour of: Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). It sets out the terms and conditions on which Shareholder agrees to vote its 75,758 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Definitions

**Employee Share Trust** means the trust governed by the trust deed titled 'Employee share trust' between Target, Smartequity EIS Pty Ltd ACN 606 521 233 and Remuneration Strategies Pty Ltd ACN 621 854 840 dated 19 April 2018, as amended from time to time (including by the supplemental deed dated 19 July 2018).

### 2. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) by 5.00 pm (Sydney time) within 5 business after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (**SID**), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting

that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 2(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

### 3. **Equity incentive arrangements**

In respect of any share units or other interests in QIP Shares held by Shareholder in the Target's Employee Share Trust (**Trust Interests**), Shareholder agrees that it will, promptly upon the request of Target, enter into such arrangements as are reasonably requested by Target to (in each case subject to the Scheme becoming Effective):

- (a) enable the crystallisation of the relevant share units or other interests to be brought forward and cancelled in settlement of the related loan, and the related QIP Shares to be acquired for the Cash Consideration pursuant to the Scheme; and
- (b) elect to reinvest value equal to 50% of the Cash Consideration received by Shareholder for its Trust Interests in Class B shares in RollCo, on the same terms as Class B shares in RollCo are being issued pursuant to the Scheme.

### 4. **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

5. **Other conduct**

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or
- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

6. **Confidentiality**

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and

- (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

## 7. **Warranty**

Shareholder represents and warrants that:

- (a) it is the legal and beneficial owner of the Target Shares free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares, other than in connection with the Trust Interests.

## 8. **General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.
- (g) Without limiting the binding nature of the commitments made by Shareholder in this deed, it is acknowledged that Shareholder may not have had the opportunity before entering into this deed to obtain independent legal advice, accounting and tax advice as contemplated by the draft Rollco Shareholders' Deed. Where applicable, the Shareholder confirms that it is a "Relevant Manager" in relation to the person who receives scrip consideration in connection with the Scheme, and will be bound by the Shareholders' Deed governing RollCo, with effect from implementation of the Scheme.

**Executed as a deed poll.**

**SIGNED, SEALED and DELIVERED** by  
**STUART IRVINE** in the presence of:

  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Signature of witness

**CARL HARRAP**  
\_\_\_\_\_  
Name

*\*Delete if not applicable*

I witnessed the signing of this document over audio visual link in accordance with s 12 of the *Electronic Transactions (Victoria) Act 2000* (Vic). All of the requirements of that section were met.

# Voting and scrip election deed

Date: 10 May 2024

By: Tania Uren (Shareholder)

In favour of: Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). It sets out the terms and conditions on which Shareholder agrees to vote its 2,702 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Definitions

**Employee Share Trust** means the trust governed by the trust deed titled 'Employee share trust' between Target, Smartequity EIS Pty Ltd ACN 606 521 233 and Remuneration Strategies Pty Ltd ACN 621 854 840 dated 19 April 2018, as amended from time to time (including by the supplemental deed dated 19 July 2018).

### 2. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) by 5.00 pm (Sydney time) within 5 business days after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (**SID**), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting

that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 2(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

### 3. **Equity incentive arrangements**

In respect of any share units or other interests in QIP Shares held by Shareholder in the Target's Employee Share Trust (**Trust Interests**), Shareholder agrees that it will, promptly upon the request of Target, enter into such arrangements as are reasonably requested by Target to (in each case subject to the Scheme becoming Effective):

- (a) enable the crystallisation of the relevant share units or other interests to be brought forward and cancelled in settlement of the related loan, and the related QIP Shares to be acquired for the Cash Consideration pursuant to the Scheme; and
- (b) elect to reinvest value equal to 50% of the Cash Consideration received by Shareholder for its Trust Interests in Class B shares in RollCo, on the same terms as Class B shares in RollCo are being issued pursuant to the Scheme.

### 4. **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

5. **Other conduct**

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or
- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

6. **Confidentiality**

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and

- (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

## 7. **Warranty**

Shareholder represents and warrants that:

- (a) it is the legal and beneficial owner of the Target Shares free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares, other than in connection with the Trust Interests.

## 8. **General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) Without limiting the binding nature of the commitments made by Shareholder in this deed, it is acknowledged that Shareholder may not have had the opportunity before entering into this deed to obtain independent legal advice, accounting and tax advice as contemplated by the draft Rollco Shareholders' Deed
- (g) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.

**Executed as a deed poll.**

**SIGNED, SEALED and DELIVERED** by  
**TANIA UREN** in the presence of:



\_\_\_\_\_  
Signature



\_\_\_\_\_  
Signature of witness

Jason Eames

Name

# Voting and scrip election deed

**Date:** 10 **May 2024**

**By:** Thomas Griffiths (**Shareholder**)

**In favour of:** Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). It sets out the terms and conditions on which Shareholder agrees to vote its 454,698 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) by 5.00 pm (Sydney time) within 5 business days after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (**SID**), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 1(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

## 2. **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

## 3. **Other conduct**

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or

- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

#### 4. **Confidentiality**

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and
  - (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

#### 5. **Warranty**

Shareholder represents and warrants that:

- (a) it is the legal and beneficial owner of the Target Shares free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares.

6. **General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.

**Executed as a deed poll.**

**SIGNED, SEALED and DELIVERED** by  
**THOMAS GRIFFITHS** in the presence of:



Signature



Signature of witness

Jane Elizabeth Griffiths

Name

*\*Delete if not applicable*

I witnessed the signing of this document over audio visual link in accordance with s 12 of the *Electronic Transactions (Victoria) Act 2000 (Vic)*. All of the requirements of that section were met.

# Voting and scrip election deed

Date: 10 May 2024

By: Each of:

The Park Bench Fund Pty Ltd ACN 616 119 727 (**the Company**) in its capacity as trustee for The Park Bench Trust; and

Tracey Hendy (**the Individual**).

In favour of: Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). It sets out the terms and conditions on which the Company agrees to vote the 205,000 QIP Shares which the Company owns or controls as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) by 5.00 pm (Sydney time) within 5 business after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (**SID**), the Company will procure that all Target Shares are voted in favour of the Scheme, and in particular, the Company must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and the Company will not attend the meeting (or meetings) in person (whether by attorney, corporate

representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 1(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

## 2. Termination

Notwithstanding any other provision of this deed, this deed will terminate, and all of the Company's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by the Company occurring prior to such termination.

## 3. Other conduct

For so long as this deed remains in force, the Company must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the

Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or

- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that the Company has under any equity incentive scheme or commitment made available by the Target,

and the Company will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

#### 4. **Confidentiality**

- (a) The Company agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) The Company acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, the Company consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) The Company and the Individual is supportive of the Scheme;
  - (ii) The Company intends to vote all the Target Shares in favour of the resolution to approve the Scheme; and
  - (iii) The Company intends to elect the Mixed Consideration in respect of all the Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

#### 5. **Warranty**

The Company represents and warrants that:

- (a) The Target Shares are free of encumbrances, and it has full power and authority to enter into and complete this deed; and

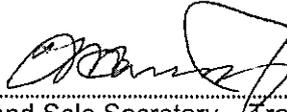
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares.

6. **General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) The Company consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) The Company agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.
- (g) This deed is executed by the Individual solely for the purposes of clause 4 of this deed, and to acknowledge and agree that the Individual is a "Relevant Manager" in relation to the Company and will be bound by the Shareholders' Deed governing RollCo, with effect from implementation of the Scheme.
- (h) Without limiting the binding nature of the commitments made by the Company in this deed, it is acknowledged that the Individual may not have had the opportunity before entering into this deed to obtain independent legal advice, accounting and tax advice as contemplated by the draft Rollco Shareholders' Deed.

Executed as a deed poll.

EXECUTED by THE PARK  
BENCH FUND PTY LTD ACN  
616 119 727 in accordance with  
Section 127 of the Corporations  
Act 2001:

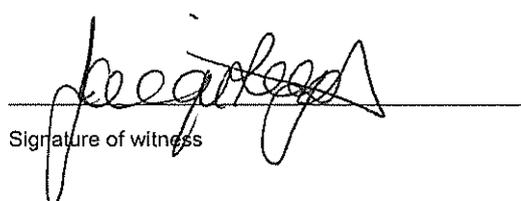


.....  
Sole Director and Sole Secretary - Tracey Joan Hendy

SIGNED, SEALED and DELIVERED by  
TRACEY HENDY in the presence of:



Signature

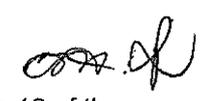


Signature of witness

JACQUELINE REGAN

Name

*\*Delete if not applicable*



~~I witnessed the signing of this document over audio visual link in accordance with s 12 of the  
Electronic Transactions (Victoria) Act 2000 (Vic). All of the requirements of that section were met.~~

# Voting and scrip election deed

Date: 10 May 2024

By: Tracey Hendy (**Shareholder**)

In favour of: Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). It sets out the terms and conditions on which Shareholder agrees to vote its 243,105 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Definitions

**Employee Benefit Trust** means the trust governed by the trust deed titled 'Employee Benefits Trust Deed' between Smartequity EIS Pty Ltd ACN 606 521 233, Target, Davies Collison Cave ABN 22 077 969 519 and Freehills Patent Attorneys ABN 69 113 651 229 dated on or about August 2016.]

**Employee Share Trust** means the trust governed by the trust deed titled 'Employee share trust' between Target, Smartequity EIS Pty Ltd ACN 606 521 233 and Remuneration Strategies Pty Ltd ACN 621 854 840 dated 19 April 2018, as amended from time to time (including by the supplemental deed dated 19 July 2018).

### 2. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) by 5.00 pm (Sydney time) within 5 business after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (**SID**), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 2(a); and
- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

### 3. **Equity incentive arrangements**

In respect of any share units or other interests in QIP Shares held by Shareholder in the Target's Employee Benefit Trust and Employee Share Trust (**Trust Interests**), Shareholder agrees that it will, promptly upon the request of Target, enter into such arrangements as are reasonably requested by Target to (in each case subject to the Scheme becoming Effective):

- (a) enable the crystallisation or cancellation of the relevant share units or other interests to be brought forward and cancelled in settlement of the related loan, and the related QIP Shares to be acquired for the Cash Consideration pursuant to the Scheme; and
- (b) elect to reinvest value equal to 50% of the Cash Consideration received by Shareholder for its Trust Interests in Class B shares in RollCo, on the same terms as Class B shares in RollCo are being issued pursuant to the Scheme.]

### 4. **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;

- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

## 5. **Other conduct**

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or
- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

## 6. **Confidentiality**

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:

- (i) Shareholder is supportive of the Scheme;
- (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and
- (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

## 7. **Warranty**

Shareholder represents and warrants that:

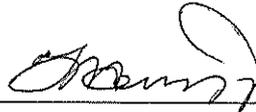
- (a) it is the legal and beneficial owner of the Target Shares free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares, other than in connection with the Trust Interests.

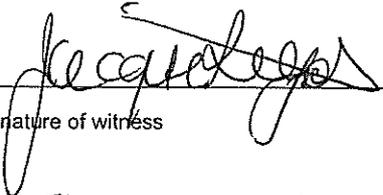
## 8. **General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.

Executed as a deed poll.

SIGNED, SEALED and DELIVERED by  
TRACEY HENDY in the presence of:

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of witness

JACQUELINE REGAL  
\_\_\_\_\_  
Name

*\*Delete if not applicable*

  
~~I witnessed the signing of this document over audio-visual link in accordance with s 12 of the  
Electronic Transactions (Victoria) Act 2000 (Vic). All of the requirements of that section were met.~~

# Voting and scrip election deed

Date: 10 May 2024

By: Victor Argæet (Shareholder)

In favour of: Fox BidCo Pty Ltd (ACN 676 928 457) (BidCo) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (Target) and fully paid ordinary shares in Target (QIP Shares). It sets out the terms and conditions on which Shareholder agrees to vote its 2,037,226 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (Target Shares) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (Scheme), pursuant to which BidCo or one of its related bodies corporate (Bidder) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (Cash Consideration); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (RollCo), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (Mixed Consideration),

per QIP Share (the Scheme Consideration).

### 1. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (ASX) by 5.00 pm (Sydney time) within 5 business after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (SID), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 1(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn)

## 2 Termination

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that)

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms, or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target)

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

## 3 Other conduct

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not)

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal, or

- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target.

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

#### 4 Confidentiality

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and
  - (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares.

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

#### 5 Warranty

Shareholder represents and warrants that:

- (a) the Target Shares are free of encumbrances, and it has full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares.

**6 General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.

Executed as a deed poll.

SIGNED, SEALED and DELIVERED by  
VICTOR ARGÆT in the presence of:

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of witness

KARLA ARGÆT  
\_\_\_\_\_  
Name

*\*Delete if not applicable*

I witnessed the signing of this document over audio visual link in accordance with s 12 of the *Electronic Transactions (Victoria) Act 2000 (Vic)*. All of the requirements of that section were met

# Voting and scrip election deed

**Date:** 10 May 2024

**By:** William Hird (**Shareholder**)

**In favour of:** Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). It sets out the terms and conditions on which Shareholder agrees to vote its 1,249,350 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) by 5.00 pm (Sydney time) within 5 business days after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (**SID**), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 1(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

## 2. **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

## 3. **Other conduct**

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or

- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

#### 4. **Confidentiality**

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and
  - (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

#### 5. **Warranty**

Shareholder represents and warrants that:

- (a) the Target Shares are free of encumbrances, and it has full power and authority to enter into and complete this deed and it has obtained any necessary consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares.

6. **General**

- (a) Without limiting the binding nature of the commitments made by Shareholder in this deed, it is acknowledged that Shareholder may not have had the opportunity before entering into this deed to obtain independent legal advice, accounting and tax advice as contemplated by the draft Rollco Shareholders' Deed
- (b) Any date, time or period referred to in this deed shall be of the essence.
- (c) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (d) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (e) Any term defined in the Corporations Act has the same meaning in this deed.
- (f) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (g) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.

**Executed as a deed poll.**

**SIGNED, SEALED and DELIVERED** by  
**WILLIAM HIRD** in the presence of:



Signature



Signature of witness

Christopher John Carter

Name:

# Voting and scrip election deed

Date: 10 May 2024

By: Alex Tzanidis (Shareholder)

In favour of: Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). It sets out the terms and conditions on which Shareholder agrees to vote its 164,364 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Definitions

**Employee Share Trust** means the trust governed by the trust deed titled 'Employee share trust' between Target, Smartequity EIS Pty Ltd ACN 606 521 233 and Remuneration Strategies Pty Ltd ACN 621 854 840 dated 19 April 2018, as amended from time to time (including by the supplemental deed dated 19 July 2018).

### 2. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) by 5.00 pm (Sydney time) within 5 business days after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (**SID**), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting

that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 2(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

### 3. **Equity incentive arrangements**

In respect of any share units or other interests in QIP Shares held by Shareholder in the Target's Employee Share Trust (**Trust Interests**), Shareholder agrees that it will, promptly upon the request of Target, enter into such arrangements as are reasonably requested by Target to (in each case subject to the Scheme becoming Effective):

- (a) enable the crystallisation of the relevant share units or other interests to be brought forward and cancelled in settlement of the related loan, and the related QIP Shares to be acquired for the Cash Consideration pursuant to the Scheme; and
- (b) elect to reinvest value equal to 50% of the Cash Consideration received by Shareholder for its Trust Interests in Class B shares in RollCo, on the same terms as Class B shares in RollCo are being issued pursuant to the Scheme.

### 4. **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

## 5. Other conduct

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or
- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

## 6. Confidentiality

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and

- (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

## **7. Warranty**

Shareholder represents and warrants that:

- (a) it is the legal and beneficial owner of the Target Shares free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares, other than in connection with the Trust Interests.

## **8. General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed

Executed as a deed poll.

**SIGNED, SEALED and DELIVERED** by  
**ALEX TZANIDIS** in the presence of:



\_\_\_\_\_  
Signature



\_\_\_\_\_  
Signature of witness

**SALLY J DAVIS**

\_\_\_\_\_  
Name

*\*Delete if not applicable*

I witnessed the signing of this document over audio visual link in accordance with s 12 of the *Electronic Transactions (Victoria) Act 2000* (Vic). All of the requirements of that section were met.

# Voting and scrip election deed

Date: 10 May 2024

By: Adam Denley (Shareholder)

In favour of: Fox BidCo Pty Ltd (ACN 676 928 457) (BidCo) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (Target) and fully paid ordinary shares in Target (QIP Shares). It sets out the terms and conditions on which Shareholder agrees to vote its 87,469 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (Target Shares) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (Scheme), pursuant to which BidCo or one of its related bodies corporate (Bidder) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (Cash Consideration); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (RollCo), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (Mixed Consideration),

per QIP Share (the Scheme Consideration).

### 1. Definitions

**Employee Benefit Trust** means the trust governed by the trust deed titled 'Employee Benefits Trust Deed' between Smartequity EIS Pty Ltd ACN 606 521 233, Target, Davies Collison Cave ABN 22 077 969 519 and Freehills Patent Attorneys ABN 69 113 651 229 dated on or about August 2016.

**Employee Share Trust** means the trust governed by the trust deed titled 'Employee share trust' between Target, Smartequity EIS Pty Ltd ACN 606 521 233 and Remuneration Strategies Pty Ltd ACN 621 854 840 dated 19 April 2018, as amended from time to time (including by the supplemental deed dated 19 July 2018).

### 2. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (ASX) by 5.00 pm (Sydney time) within 5 business days after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (SID), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 2(a); and
- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

### 3. **Equity incentive arrangements**

In respect of any share units or other interests in QIP Shares held by Shareholder in the Target's Employee Benefit Trust and Employee Share Trust (**Trust Interests**), Shareholder agrees that it will, promptly upon the request of Target, enter into such arrangements as are reasonably requested by Target to (in each case subject to the Scheme becoming Effective):

- (a) enable the crystallisation or cancellation of the relevant share units or other interests to be brought forward and cancelled in settlement of the related loan, and the related QIP Shares to be acquired for the Cash Consideration pursuant to the Scheme; and
- (b) elect to reinvest value equal to 50% of the Cash Consideration received by Shareholder for its Trust Interests in Class B shares in RollCo, on the same terms as Class B shares in RollCo are being issued pursuant to the Scheme.

### 4. **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;

- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

5. **Other conduct**

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or
- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

6. **Confidentiality**

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:

- (i) Shareholder is supportive of the Scheme;
- (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and
- (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

## 7. **Warranty**

Shareholder represents and warrants that:

- (a) it is the legal and beneficial owner of the Target Shares free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares, other than in connection with the Trust Interests.

## 8. **General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.

Without limiting the binding nature of the commitments made by Shareholder in this deed, it is acknowledged that Shareholder may not have had the opportunity before entering into this deed to obtain independent legal advice, accounting and tax advice as contemplated by the draft Rollco Shareholders' Deed. Where applicable, the Shareholder confirms that it is a "Relevant Manager" in relation to the person who receives scrip consideration in connection with the Scheme, and will be bound by the Shareholders' Deed governing RollCo, with effect from implementation of the Scheme.

**Executed as a deed poll.**

**SIGNED, SEALED and DELIVERED** by  
**ADAM DENLEY** in the presence of:

Signature 

Signature of witness 

CLODAGH DENLEY  
Name

*\*Delete if not applicable*

I witnessed the signing of this document over audio visual link in accordance with s 12 of the *Electronic Transactions (Victoria) Act 2000* (Vic). All of the requirements of that section were met.

# Voting and scrip election deed

**Date:** 10 May 2024

**By:** Desmond Tan (**Shareholder**)

**In favour of:** Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). It sets out the terms and conditions on which Shareholder agrees to vote its 23,423 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) by 5.00 pm (Sydney time) within 5 business days after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (**SID**), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 1(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

## 2. **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

## 3. **Other conduct**

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or

- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

#### 4. **Confidentiality**

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and
  - (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

#### 5. **Warranty**

Shareholder represents and warrants that:

- (a) it is the legal and beneficial owner of the Target Shares free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares.

6. **General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.

**Executed as a deed poll.**

**SIGNED, SEALED and DELIVERED** by  
**DESMOND TAN** in the presence of:



\_\_\_\_\_  
Signature



\_\_\_\_\_  
Signature of witness

Esther Seow

Name

*\*Delete if not applicable*

I witnessed the signing of this document over audio visual link in accordance with s 12 of the *Electronic Transactions (Victoria) Act 2000 (Vic)*. All of the requirements of that section were met.

# Voting and scrip election deed

Date: 10 May 2024

By: Gavin Recchia (Shareholder)

In favour of: Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). It sets out the terms and conditions on which Shareholder agrees to vote its 837,226 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) by 5.00 pm (Sydney time) within 5 business days after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (**SID**), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 1(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

## 2. Termination

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

## 3. Other conduct

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or

- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

#### 4. **Confidentiality**

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and
  - (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

#### 5. **Warranty**

Shareholder represents and warrants that:

- (a) the Target Shares are free of encumbrances, and it has full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares.

6. **General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) Without limiting the binding nature of the commitments made by Shareholder in this deed, it is acknowledged that Shareholder may not have had the opportunity before entering into this deed to obtain independent legal, accounting and tax advice as contemplated by the draft RollCo Shareholders' Deed.
- (g) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.

**Executed as a deed poll.**

**SIGNED, SEALED and DELIVERED** by  
**GAVIN RECCHIA** in the presence of:

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of witness

  
\_\_\_\_\_  
Name

*\*Delete if not applicable*

I witnessed the signing of this document over audio visual link in accordance with s 12 of the *Electronic Transactions (Victoria) Act 2000* (Vic). All of the requirements of that section were met.

# Voting and scrip election deed

Date: 10 May 2024

By: Mathew Lucas (Shareholder)

In favour of: Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). It sets out the terms and conditions on which Shareholder agrees to vote its 1,426,058 QIP Shares which Shareholder, or a nominee appointed by Shareholder, owns or controls as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085 less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Voting in favour of Scheme and election

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) by 5.00 pm (Sydney time) within 5 business days after the date of this deed that it has entered into the scheme implementation deed with Bidder in relation to the Scheme (**SID**), Shareholder will procure that all Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that by 10.00 am (Sydney time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is issued on the ASX:

- (a) the Chairperson of a court ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme (and any other resolution put to Target shareholders at the meeting or at a separate general meeting that must be approved in order for the Scheme to become effective) and once such proxy appointment is made, it is not revoked, withdrawn or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representatives or otherwise) to vote or to attempt to vote, on that resolution (or, if applicable, those resolutions) other than via proxy as described in this clause 1(a); and

- (b) it (and/or, if applicable, the registered holder) elects to receive the Mixed Consideration in respect of all Target Shares (and once such election is made, it is not revoked, varied or withdrawn).

## 2. **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring prior to such termination.

## 3. **Other conduct**

For so long as this deed remains in force, Shareholder must not dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not (and must ensure that its associates and representatives do not):

- (a) enter into any discussions or negotiations relating to any possible disposal of the Target Shares;
- (b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target;
- (c) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; or

- (d) acquire a relevant interest, economic interest or voting power in any additional shares in Target at a price above the Scheme Consideration, other than in relation to any rights or interests that Shareholder has under any equity incentive scheme or commitment made available by the Target,

and Shareholder will exercise or procure the exercise of the voting rights attached to the Target Shares as instructed by Bidder on any resolution at a general or class meeting of Target which is necessary or desirable to implement the Scheme.

#### 4. **Confidentiality**

- (a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.
- (b) Shareholder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:
  - (i) Shareholder is supportive of the Scheme;
  - (ii) Shareholder intends to vote all its Target Shares in favour of the resolution to approve the Scheme; and
  - (iii) Shareholder intends to elect the Mixed Consideration in respect of all its Target Shares,

in each case, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

#### 5. **Warranty**

Shareholder represents and warrants that:

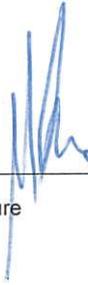
- (a) it is the legal and beneficial owner of the Target Shares free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares.

6. **General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Shareholder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.

**Executed as a deed poll.**

**SIGNED, SEALED and DELIVERED** by  
**MATHEW LUCAS** in the presence of:

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of witness

**MICHAEL WOLNIZER**  
\_\_\_\_\_  
Name

*\*Delete if not applicable*

I witnessed the signing of this document over audio visual link in accordance with s 12 of the *Electronic Transactions (Victoria) Act 2000* (Vic). All of the requirements of that section were met.

# Incentive arrangement deed

Date: 10 May 2024

By: Deborah Sybil David (**Interest Holder**)

In favour of: Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). This deed relates to proposed a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085, less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Definitions

**Employee Share Trust** means the trust governed by the trust deed titled 'Employee share trust' between Target, Smartequity EIS Pty Ltd ACN 606 521 233 and Remuneration Strategies Pty Ltd ACN 621 854 840 dated 19 April 2018, as amended from time to time (including by the supplemental deed dated 19 July 2018).

### 2. Equity incentive arrangements

In respect of any share units or other interests in QIP Shares held by Interest Holder in the Target's Employee Share Trust (**Trust Interests**), Interest Holder agrees that it will, promptly upon the request of Target, enter into such arrangements as are reasonably requested by Target to (in each case subject to the Scheme becoming Effective):

- (a) enable the crystallisation of the relevant share units or other interests to be brought forward and cancelled in settlement of the related loan, and the related QIP Shares to be acquired for the Cash Consideration pursuant to the Scheme; and
- (b) elect to reinvest value equal to 50% of the Cash Consideration received by Interest Holder for its Trust Interests in Class B shares in RollCo, on the same terms as Class B shares in RollCo are being issued pursuant to the Scheme.

### 3. **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Interest Holder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Interest Holder occurring prior to such termination.

### 4. **Other conduct**

For so long as this deed remains in force, Interest Holder must not acquire a relevant interest, economic interest or voting power in any QIP Shares at a price above the Scheme Consideration, other than in relation to any rights or interests that Interest Holder has under any equity incentive scheme or commitment made available by the Target.

### 5. **Confidentiality**

Interest Holder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.

Interest Holder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Interest Holder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that Interest Holder is supportive of the Scheme, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the

Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

6. **Warranty**

Interest Holder represents and warrants that it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than in connection with the Trust Interests.

7. **General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Interest Holder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Interest Holder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.
- (g) Without limiting the binding nature of the commitments made by Interest Holder in this deed, it is acknowledged that Interest Holder may not have had the opportunity before entering into this deed to obtain independent legal advice, accounting and tax advice as contemplated by the draft Rollco Shareholders' Deed.

**Executed as a deed poll.**

**SIGNED, SEALED and DELIVERED** by  
**DEBORAH SYBIL DAVID** in the presence of:



Signature of witness

  
\_\_\_\_\_  
Signature

**LIM PUI KENG**

Name

*\*Delete if not applicable*

~~I witnessed the signing of this document over audio visual link in accordance with s 12 of the Electronic Transactions (Victoria) Act 2000 (Vic). All of the requirements of that section were met.~~

# Incentive arrangement deed

Date: 10 May 2024

By: Grant Jacobsen (**Interest Holder**)

In favour of: Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). This deed relates to proposed a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085, less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

## 2. Definitions

**Employee Share Trust** means the trust governed by the trust deed titled 'Employee share trust' between Target, Smartequity EIS Pty Ltd ACN 606 521 233 and Remuneration Strategies Pty Ltd ACN 621 854 840 dated 19 April 2018, as amended from time to time (including by the supplemental deed dated 19 July 2018).

## 3. Equity incentive arrangements

In respect of any share units or other interests in QIP Shares held by Interest Holder in the Target's Employee Share Trust (**Trust Interests**), Interest Holder agrees that it will, promptly upon the request of Target, enter into such arrangements as are reasonably requested by Target to (in each case subject to the Scheme becoming Effective):

- (a) enable the crystallisation of the relevant share units or other interests to be brought forward and cancelled in settlement of the related loan, and the related QIP Shares to be acquired for the Cash Consideration pursuant to the Scheme; and
- (b) elect to reinvest value equal to 50% of the Cash Consideration received by Interest Holder for its Trust Interests in Class B shares in RollCo, on the same terms as Class B shares in RollCo are being issued pursuant to the Scheme.

## 4. Termination

Notwithstanding any other provision of this deed, this deed will terminate, and all of Interest Holder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Interest Holder occurring prior to such termination.

#### 5. **Other conduct**

For so long as this deed remains in force, Interest Holder must not acquire a relevant interest, economic interest or voting power in any QIP Shares at a price above the Scheme Consideration, other than in relation to any rights or interests that Interest Holder has under any equity incentive scheme or commitment made available by the Target.

#### 6. **Confidentiality**

Interest Holder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.

Interest Holder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Interest Holder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that Interest Holder is supportive of the Scheme, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

#### 7. **Warranty**

Interest Holder represents and warrants that it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than in connection with the Trust Interests.

8. **General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Interest Holder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Interest Holder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.

**Executed as a deed poll.**

**SIGNED, SEALED and DELIVERED** by  
**GRANT JACOBSEN** in the presence of:



Signature



Signature of witness

**MICHELLE FULLERTON**

Name

*\*Delete if not applicable*

~~I witnessed the signing of this document over audio visual link in accordance with s 12 of the Electronic Transactions (Victoria) Act 2000 (Vic). All of the requirements of that section were met.~~

# Incentive arrangement deed

**Date:** 10 May 2024

**By:** LIM PUI KENG (**Interest Holder**)

**In favour of:** Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). This deed relates to proposed a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085, less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Definitions

**Employee Share Trust** means the trust governed by the trust deed titled 'Employee share trust' between Target, Smartequity EIS Pty Ltd ACN 606 521 233 and Remuneration Strategies Pty Ltd ACN 621 854 840 dated 19 April 2018, as amended from time to time (including by the supplemental deed dated 19 July 2018).

### 2. Equity incentive arrangements

In respect of any share units or other interests in QIP Shares held by Interest Holder in the Target's Employee Share Trust (**Trust Interests**), Interest Holder agrees that it will, promptly upon the request of Target, enter into such arrangements as are reasonably requested by Target to (in each case subject to the Scheme becoming Effective):

- (a) enable the crystallisation of the relevant share units or other interests to be brought forward and cancelled in settlement of the related loan, and the related QIP Shares to be acquired for the Cash Consideration pursuant to the Scheme; and
- (b) elect to reinvest value equal to 50% of the Cash Consideration received by Interest Holder for its Trust Interests in Class B shares in RollCo, on the same terms as Class B shares in RollCo are being issued pursuant to the Scheme.

3. **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Interest Holder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Interest Holder occurring prior to such termination.

4. **Other conduct**

For so long as this deed remains in force, Interest Holder must not acquire a relevant interest, economic interest or voting power in any QIP Shares at a price above the Scheme Consideration, other than in relation to any rights or interests that Interest Holder has under any equity incentive scheme or commitment made available by the Target.

5. **Confidentiality**

Interest Holder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.

Interest Holder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Interest Holder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that Interest Holder is supportive of the Scheme, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the

Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

6. **Warranty**

Interest Holder represents and warrants that it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than in connection with the Trust Interests.

7. **General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Interest Holder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Interest Holder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) Without limiting the binding nature of the commitments made by Interest Holder in this deed, it is acknowledged that Interest Holder may not have had the opportunity before entering into this deed to obtain independent legal advice, accounting and tax advice as contemplated by the draft Rollco Shareholders' Deed.
- (g) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.

**Executed as a deed poll.**

**SIGNED, SEALED and DELIVERED** by  
**PUI KENG LIM** in the presence of:



Signature



Signature of witness

**LEE SIEW LING**

Name

~~*\*Delete if not applicable*~~

~~I witnessed the signing of this document over audio visual link in accordance with s 12 of the *Electronic Transactions (Victoria) Act 2000 (Vic)*. All of the requirements of that section were met.~~

# Incentive arrangement deed

Date: 10 May 2024

By: Sean McManis (**Interest Holder**)

In favour of: Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). This deed relates to proposed a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085, less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

per QIP Share (the **Scheme Consideration**).

### 1. Definitions

**Employee Share Trust** means the trust governed by the trust deed titled 'Employee share trust' between Target, Smartequity EIS Pty Ltd ACN 606 521 233 and Remuneration Strategies Pty Ltd ACN 621 854 840 dated 19 April 2018, as amended from time to time (including by the supplemental deed dated 19 July 2018).

### 2. Equity incentive arrangements

In respect of any share units or other interests in QIP Shares held by Interest Holder in the Target's Employee Share Trust (**Trust Interests**), Interest Holder agrees that it will, promptly upon the request of Target, enter into such arrangements as are reasonably requested by Target to (in each case subject to the Scheme becoming Effective):

- (a) enable the crystallisation of the relevant share units or other interests to be brought forward and cancelled in settlement of the related loan, and the related QIP Shares to be acquired for the Cash Consideration pursuant to the Scheme; and
- (b) elect to reinvest value equal to 50% of the Cash Consideration received by Interest Holder for its Trust Interests in Class B shares in RollCo, on the same terms as Class B shares in RollCo are being issued pursuant to the Scheme.



**3 Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Interest Holder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Interest Holder occurring prior to such termination.

**4 Other conduct**

For so long as this deed remains in force, Interest Holder must not acquire a relevant interest, economic interest or voting power in any QIP Shares at a price above the Scheme Consideration, other than in relation to any rights or interests that Interest Holder has under any equity incentive scheme or commitment made available by the Target.

**5 Confidentiality**

Interest Holder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.

Interest Holder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Interest Holder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that Interest Holder is supportive of the Scheme, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the



Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

**6 Warranty**

Interest Holder represents and warrants that it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than in connection with the Trust Interests.

**7 General**

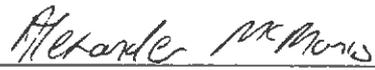
- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Interest Holder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Interest Holder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed
- (f) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.

**Executed as a deed poll.**

**SIGNED, SEALED and DELIVERED by  
SEAN MCMANIS in the presence of:**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of witness

  
\_\_\_\_\_  
Name

*\*Delete if not applicable*

I witnessed the signing of this document over audio visual link in accordance with s 12 of the *Electronic Transactions (Victoria) Act 2000 (Vic)*. All of the requirements of that section were met.

# Incentive arrangement deed

**Date:** 10 May 2024

**By:** Lee Siew Ling (**Interest Holder**)

**In favour of:** Fox BidCo Pty Ltd (ACN 676 928 457) (**BidCo**) and its related bodies corporate.

## Background

This deed is given in relation to QANTM Intellectual Property Ltd (ACN 612 441 326) (**Target**) and fully paid ordinary shares in Target (**QIP Shares**). This deed relates to proposed a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), pursuant to which BidCo or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to own all of the QIP Shares for a scheme consideration of:

- (a) A\$1.817, less any permitted dividend (to the extent applicable) cash (**Cash Consideration**); or
- (b) a combination of A\$0.9085, less any permitted dividend (to the extent applicable) and 0.9085 fully paid ordinary shares designated as "Class B" shares in Fox Holdco Limited (ACN 676 925 821) (**RollCo**), an unlisted Australian public company (which is a holding company of BidCo), subject to the scaleback arrangements set out in the Scheme (**Mixed Consideration**),

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### 1. Definitions

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### 2. Equity incentive arrangements

In respect of any share units or other interests in QIP Shares held by Interest Holder in the Target's Employee Share Trust (**Trust Interests**), Interest Holder agrees that it will, promptly upon the request of Target, enter into such arrangements as are reasonably requested by Target to (in each case subject to the Scheme becoming Effective):

- (a) enable the crystallisation of the relevant share units or other interests to be brought forward and cancelled in settlement of the related loan, and the related QIP Shares to be acquired for the Cash Consideration pursuant to the Scheme; and
- (b) elect to reinvest value equal to 50% of the Cash Consideration received by Interest Holder for its Trust Interests in Class B shares in RollCo, on the same terms as Class B shares in RollCo are being issued pursuant to the Scheme.

3. **Termination**

Notwithstanding any other provision of this deed, this deed will terminate, and all of Interest Holder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

- (a) Target does not announce the execution of the SID (which provides for a scheme consideration per QIP Share, less any permitted dividend, of not less than the Scheme Consideration) on or prior to 5.00 pm (Sydney time) on the date 5 business days after the execution of this deed;
- (b) an independent expert's report concludes (including in any supplementary report) that the Scheme is not in the best interests of Target shareholders other than where the independent expert makes such conclusion as a result of a superior proposal;
- (c) there is a superior proposal (however that term is defined in the SID) that Bidder fails to match (or exceed) after giving effect to any matching rights available to Bidder under the SID;
- (d) the SID is validly terminated in accordance with its terms; or
- (e) the Scheme has not become effective by the End Date as defined in the SID (including any extension of the End Date agreed between Bidder and Target).

Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Interest Holder occurring prior to such termination.

4. **Other conduct**

For so long as this deed remains in force, Interest Holder must not acquire a relevant interest, economic interest or voting power in any QIP Shares at a price above the Scheme Consideration, other than in relation to any rights or interests that Interest Holder has under any equity incentive scheme or commitment made available by the Target.

5. **Confidentiality**

Interest Holder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target have otherwise announced the terms of this deed to the ASX.

Interest Holder acknowledges that Bidder and Target intend upon execution of the SID to announce the SID and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Interest Holder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that Interest Holder is supportive of the Scheme, subject to this deed not being terminated in accordance with its terms (including where such termination occurs in connection with a superior proposal or due to the independent expert concluding that the

Scheme is not in the best interests of Target shareholders) which qualification must be included in any such announcement.

6. **Warranty**

Interest Holder represents and warrants that it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than in connection with the Trust Interests.

7. **General**

- (a) Any date, time or period referred to in this deed shall be of the essence.
- (b) Interest Holder consents to Target and Bidder including or referring to this deed in any public announcement.
- (c) Interest Holder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.
- (d) Any term defined in the Corporations Act has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) Without limiting the binding nature of the commitments made by Interest Holder in this deed, it is acknowledged that Interest Holder may not have had the opportunity before entering into this deed to obtain independent legal advice, accounting and tax advice as contemplated by the draft Rollco Shareholders' Deed.
- (g) This deed is governed by the laws of Victoria. This document is executed and delivered as a deed.

**Executed as a deed poll.**

**SIGNED, SEALED and DELIVERED** by  
**LEE SIEW LING** in the presence of:



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Signature



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Signature of witness

**LIM PUI KENG**

---

Name

*\*Delete if not applicable*

I witnessed the signing of this document over audio visual link in accordance with s 12 of the *Electronic Transactions (Victoria) Act 2000* (Vic). All of the requirements of that section were met.