

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

## Notice of initial substantial holder

To Company Name/Scheme Redox Limited (**Redox**)

ACN/ARSN 000 762 345

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

Name Redox Limited

ACN/ARSN (if applicable) 000 762 345

The holder became a substantial holder on 5 July 2023

### 2. Details of voting power

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

| Class of securities (4) | Number of securities | Person's votes (5) | Voting power (6) |
|-------------------------|----------------------|--------------------|------------------|
| Ordinary shares         | 367,453,344          | 367,453,344        | 69.98%           |

### 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 |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Redox Limited               | Restrictions on the disposal of securities which are subject to the voluntary escrow deeds as set out in Annexure B. The voluntary escrow arrangements disclosed in the replacement prospectus issued by Redox and Redox Group Limited ACN 650 345 332 ( <b>SaleCo</b> ) dated 21 June 2023 ( <b>Prospectus</b> ) give Redox a deemed relevant interest in its own shares under section 608(1)(c) Corporations Act (see Annexure A).<br><br>Redox has no right to acquire these shares or to control the voting rights attaching to these shares. | 367,343,192 ordinary shares    |
| Redox Limited               | Restriction on disposal of securities issued pursuant to the Employee Gift Offer, as set out in the Prospectus.                                                                                                                                                                                                                                                                                                                                                                                                                                   | 110,152 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 |
|-----------------------------|---------------------------------|------------------------------------------------|--------------------------------|
| Redox Limited               | Those holders in Annexure A     | Those holders in Annexure A                    | 367,343,192 ordinary shares    |

|               |                            |                            |                         |
|---------------|----------------------------|----------------------------|-------------------------|
| Redox Limited | Employees of Redox Limited | Employees of Redox Limited | 110,152 ordinary shares |
|---------------|----------------------------|----------------------------|-------------------------|

## 5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

| Holder of relevant interest | Date of acquisition                                                 | Consideration (9) |                                                              | Class and number of securities |
|-----------------------------|---------------------------------------------------------------------|-------------------|--------------------------------------------------------------|--------------------------------|
|                             |                                                                     | Cash              | Non-cash                                                     |                                |
| Redox Limited               | N/A – no acquisition of Shares was made within the last four months | N/A               | N/A                                                          | 367,343,192 ordinary shares    |
| Redox Limited               | 5 July 2023                                                         | N/A               | Employee Gift Offer shares were issued for nil consideration | 110,152 ordinary shares        |

**6. Associates**

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

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

**7. Addresses**

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

| Name          | Address                          |
|---------------|----------------------------------|
| Redox Limited | 2 Swettenham Road Minto NSW 2566 |

**Signature**

print name **Raimond Coneliano**

capacity **CEO/Managing Director**

sign here



date **05 / 07 / 2023**

**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).

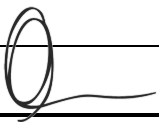
See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all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

### LIST OF ESCROWED SHAREHOLDERS

This is Annexure A of 1 page referred to in Form 603 (Notice of initial substantial shareholder) given by Redox Limited.

#### Signature

|            |                                                                                   |          |                       |
|------------|-----------------------------------------------------------------------------------|----------|-----------------------|
| print name | Raimond Coneliano                                                                 | capacity | CEO/Managing Director |
| sign here  |  | date     | 05 / 07 / 2023        |

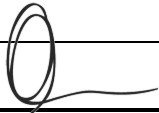
| Escrowed Shareholder       | Address                              |
|----------------------------|--------------------------------------|
| Raimond Coneliano          | c/- 2 Swettenham Road Minto NSW 2566 |
| Renato Coneliano           | c/- 2 Swettenham Road Minto NSW 2566 |
| Catherine Coneliano        | c/- 2 Swettenham Road Minto NSW 2566 |
| Robert Coneliano           | c/- 2 Swettenham Road Minto NSW 2566 |
| Bedriye Coneliano          | c/- 2 Swettenham Road Minto NSW 2566 |
| Richard Coneliano          | c/- 2 Swettenham Road Minto NSW 2566 |
| Judith Coneliano           | c/- 2 Swettenham Road Minto NSW 2566 |
| Cassandra Shoukry          | c/- 2 Swettenham Road Minto NSW 2566 |
| Kenneth Perrins            | c/- 2 Swettenham Road Minto NSW 2566 |
| Malcolm Perrins            | c/- 2 Swettenham Road Minto NSW 2566 |
| Estate of Silvia Coneliano | c/- 2 Swettenham Road Minto NSW 2566 |
| Shaun Gaida                | c/- 2 Swettenham Road Minto NSW 2566 |
| Peta-Lee Gaida             | c/- 2 Swettenham Road Minto NSW 2566 |
| Claudia Walters            | c/- 2 Swettenham Road Minto NSW 2566 |
| Christopher Perrins        | c/- 2 Swettenham Road Minto NSW 2566 |
| David Xaric Vannucci       | c/- 2 Swettenham Road Minto NSW 2566 |

**ANNEXURE B**

**VOLUNTARY ESCROW DEEDS**

This is Annexure B of 201 pages referred to in Form 603 (Notice of initial substantial shareholder) given by Redox Limited.

**Signature**

|            |                                                                                   |          |                       |
|------------|-----------------------------------------------------------------------------------|----------|-----------------------|
| print name | Raimond Coneliano                                                                 | capacity | CEO/Managing Director |
| sign here  |  | date     | 05 / 07 / 2023        |



HERBERT  
SMITH  
FREEHILLS

Deed

## Voluntary escrow deed

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Catherine Coneliano

Redox Limited



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## Voluntary escrow deed

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Date ► 2023

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Between the parties

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Company **Redox Limited**  
ACN 000 762 345 of 2 Swettenham Road Minto NSW 2566

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Holder Catherine Coneliano  
of [REDACTED] [REDACTED] [REDACTED]

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This deed witnesses as follows:



## 1 Definitions and interpretation

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### 1.1 Definitions

The meanings of the terms used in this deed are set out below.

| Term                    | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Allotment Date</b>   | the date Shares are issued and transferred pursuant to the Prospectus.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>ASIC</b>             | means the Australian Securities and Investments Commission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>ASX</b>              | ASX Limited (ACN 008 624 691) or the market it operates as the context requires.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>ASX Settlement</b>   | means ASX Settlement Pty Ltd (ABN 49 008 504 532).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Business Day</b>     | a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Corporations Act</b> | <i>Corporations Act 2001</i> (Cth).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Dealing</b>          | <p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none"><li>• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;</li><li>• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;</li><li>• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or</li><li>• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share.</li></ul> <p>Deal and Dealt each have a corresponding meaning.</p> |



| Term                                | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Dispose</b>                      | has the meaning given to that term in the Listing Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Escrow Period</b>                | the period set out in Item 2 of Schedule 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Governmental Agency</b>          | any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange. |
| <b>Holding Lock</b>                 | has the meaning in Section 2 of the Settlement Operating Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Issuer Sponsored Subregister</b> | the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Listing Rules</b>                | the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).                                                                                                                                       |
| <b>Prospectus</b>                   | means the final prospectus issued by the Company and SaleCo lodged with ASIC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Restricted Shares</b>            | <ol style="list-style-type: none"><li>1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus; and</li><li>2 any securities in the Company attaching to or arising out of those Shares.</li></ol>                                                                                                                                                                                                                                                                                   |
| <b>SaleCo</b>                       | Redox Group Limited (ACN 650 345 332).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |



| Term                              | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Security Interest</b>          | <p>an interest or power:</p> <ol style="list-style-type: none"><li>reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and</li><li>any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol> |
| <b>Settlement Operating Rules</b> | <p>means the operating rules of ASX Settlement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Share</b>                      | <p>a share in the Company.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Voluntary Escrow Deed</b>      | <p>a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.</p>                                                                                                                                                                                                                                                                                                                                                   |

## 1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- the singular includes the plural and vice versa;
- a reference to a party includes its successors, personal representatives and transferees;
- words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- the schedules form part of this deed.

## 2 Escrow

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### 2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

### 2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
  - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
  - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

### 2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
  - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
  - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

## 2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

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

## 3 Termination

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This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

## 4 Warranties and acknowledgment

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### 4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

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

### 4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:



- (1) any applicable law, regulation or authorisation;
  - (2) its constitution or other constituent documents; or
  - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

#### 4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

#### 4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

### 5 Consequences of breaching this deed

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- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
  - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
  - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



## 6 Amendment

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This deed may not be amended without the prior written consent of the parties.

## 7 General

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### 7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

### 7.2 Counterparts

This deed may be executed in any number of counterparts.

### 7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

### 7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
  - (1) when the sender receives an automated message confirming delivery; or
  - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

### 7.5 Time of Essence

Time is of the essence to this deed.



## Schedule 1

### Details

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**Item 1**    Holder            Catherine Coneliano

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Holder address

[REDACTED]

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Holder email

[REDACTED]

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**Item 2**    Escrow Period            The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2025 are released to ASX.

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## Signing page

### Executed as a deed

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Each person who executes this deed on behalf of a power under a power of attorney declares that they are not aware of any fact or circumstance that might affect their authority to do so under that power of attorney.

#### Company

Signed sealed and delivered by  
**Redox Limited**  
by



#### Holder

Signed sealed and delivered by





HERBERT  
SMITH  
FREEHILLS

Deed

## Voluntary escrow deed

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Kenneth Perrins

Redox Limited



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## Voluntary escrow deed

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Date ► 2 May 2023

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Between the parties

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|         |                                                     |
|---------|-----------------------------------------------------|
| Company | <b>Redox Limited</b>                                |
|         | ACN 000 762 345 of 3 Swettenham Road Minto NSW 2566 |

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|        |                 |
|--------|-----------------|
| Holder | Kenneth Perrins |
|        | of [REDACTED]   |

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This deed witnesses as follows:



## 1 Definitions and interpretation

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### 1.1 Definitions

The meanings of the terms used in this deed are set out below.

| Term                    | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Allotment Date</b>   | the date Shares are issued and transferred pursuant to the Prospectus.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>ASIC</b>             | means the Australian Securities and Investments Commission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>ASX</b>              | ASX Limited (ACN 008 624 691) or the market it operates as the context requires.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>ASX Settlement</b>   | means ASX Settlement Pty Ltd (ABN 49 008 504 532).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Business Day</b>     | a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Corporations Act</b> | <i>Corporations Act 2001</i> (Cth).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Dealing</b>          | <p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none"><li>• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;</li><li>• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;</li><li>• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or</li><li>• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share.</li></ul> <p>Deal and Dealt each have a corresponding meaning.</p> |



| Term                                | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Dispose</b>                      | has the meaning given to that term in the Listing Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Escrow Period</b>                | the period set out in Item 2 of Schedule 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Governmental Agency</b>          | any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange. |
| <b>Holding Lock</b>                 | has the meaning in Section 2 of the Settlement Operating Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Issuer Sponsored Subregister</b> | the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Listing Rules</b>                | the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).                                                                                                                                       |
| <b>Prospectus</b>                   | means the prospectus to be issued by the Company and SaleCo lodged with ASIC on that date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Restricted Shares</b>            | <ol style="list-style-type: none"><li>1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus;</li><li>2 any Shares in the Company transferred to the Holder following the grant of probate in connection with the estate of Silvia Coneliano; and</li><li>3 any securities in the Company attaching to or arising out of those Shares.</li></ol>                                                                                                                                   |



| Term                              | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SaleCo</b>                     | Redox Group Limited ACN (ACN 650 345 332).                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Security Interest</b>          | <p>an interest or power:</p> <ol style="list-style-type: none"><li>1 reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and</li><li>3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol> |
| <b>Settlement Operating Rules</b> | means the operating rules of ASX Settlement.                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Share</b>                      | a share in the Company.                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Voluntary Escrow Deed</b>      | a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.                                                                                                                                                                                                                                                                                                                                                                |

## 1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- (e) references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- (f) the schedules form part of this deed.



## 2 Escrow

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### 2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

### 2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
  - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
  - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

### 2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
  - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
  - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

## 2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

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

## 3 Termination

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This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

## 4 Warranties and acknowledgment

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### 4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

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

### 4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of.



- (1) any applicable law, regulation or authorisation;
  - (2) its constitution or other constituent documents; or
  - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

#### 4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

#### 4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

### 5 Consequences of breaching this deed

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- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
  - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
  - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



## 6 Amendment

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This deed may not be amended without the prior written consent of the parties.

## 7 General

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### 7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

### 7.2 Counterparts

This deed may be executed in any number of counterparts.

### 7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

### 7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
  - (1) when the sender receives an automated message confirming delivery; or
  - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

### 7.5 Time of Essence

Time is of the essence to this deed.



## Schedule 1

### Details

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|        |                |                                                                                                                                                                           |
|--------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Item 1 | Holder         | Kenneth Perrins                                                                                                                                                           |
|        | Holder address | [REDACTED]                                                                                                                                                                |
|        | Holder email   | [REDACTED]                                                                                                                                                                |
| Item 2 | Escrow Period  | The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2025 are released to ASX. |



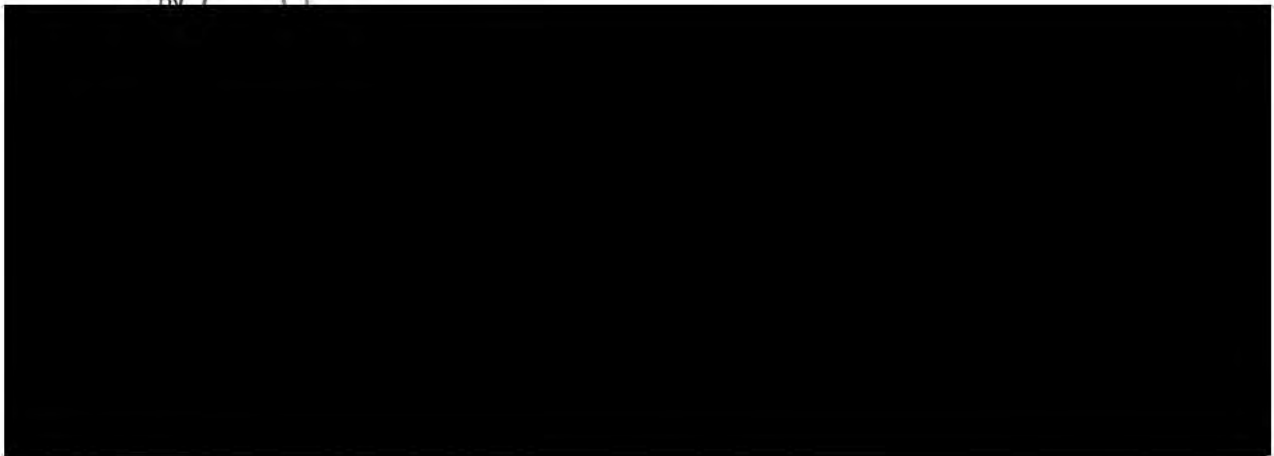
## Signing page

Executed as a deed

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### Company

Signed sealed and delivered by  
**Redox Limited**  
by



### Holder

Signed sealed and delivered by  
in the presence of





HERBERT  
SMITH  
FREEHILLS

Deed

## Voluntary escrow deed

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Anna Perrins

Redox Limited



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## Voluntary escrow deed

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Date ► 8<sup>th</sup> March 2023

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Between the parties

---

Company **Redox Limited**  
ACN 000 762 345 of 2 Swettenham Road Minto NSW 2566

---

Holder Anna Perrins  
[REDACTED]

---

This deed witnesses as follows:



## 1 Definitions and interpretation

---

### 1.1 Definitions

The meanings of the terms used in this deed are set out below.

| Term                    | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Allotment Date</b>   | the date Shares are issued and transferred pursuant to the Prospectus.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>ASIC</b>             | means the Australian Securities and Investments Commission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>ASX</b>              | ASX Limited (ACN 008 624 691) or the market it operates as the context requires.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>ASX Settlement</b>   | means ASX Settlement Pty Ltd (ABN 49 008 504 532).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Business Day</b>     | a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Corporations Act</b> | <i>Corporations Act 2001</i> (Cth).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Dealing</b>          | <p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none"><li>• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;</li><li>• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;</li><li>• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or</li><li>• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share.</li></ul> <p>Deal and Dealt each have a corresponding meaning.</p> |



| Term                                | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Dispose</b>                      | has the meaning given to that term in the Listing Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Escrow Period</b>                | the period set out in Item 2 of Schedule 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Governmental Agency</b>          | any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange. |
| <b>Holding Lock</b>                 | has the meaning in Section 2 of the Settlement Operating Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Issuer Sponsored Subregister</b> | the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Listing Rules</b>                | the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).                                                                                                                                       |
| <b>Prospectus</b>                   | means the final prospectus issued by the Company and SaleCo lodged with ASIC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Restricted Shares</b>            | <ol style="list-style-type: none"><li>1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus; and</li><li>2 any securities in the Company attaching to or arising out of those Shares.</li></ol>                                                                                                                                                                                                                                                                                   |
| <b>SaleCo</b>                       | Redox Group Limited (ACN 650 345 332).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |



| Term                              | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Security Interest</b>          | <p>an interest or power:</p> <ol style="list-style-type: none"><li>1 reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and</li><li>3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol> |
| <b>Settlement Operating Rules</b> | <p>means the operating rules of ASX Settlement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Share</b>                      | <p>a share in the Company.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Voluntary Escrow Deed</b>      | <p>a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.</p>                                                                                                                                                                                                                                                                                                                                                         |

## 1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
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- (d) every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- (e) references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- (f) the schedules form part of this deed.



## 2 Escrow

---

### 2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

### 2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
  - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
  - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

### 2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
  - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
  - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

## 2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

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

## 3 Termination

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

## 4 Warranties and acknowledgment

### 4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

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

### 4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:
  - (1) any applicable law, regulation or authorisation;

- (2) its constitution or other constituent documents; or
  - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

#### 4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

#### 4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

### 5 Consequences of breaching this deed

---

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
  - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
  - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



## 6 Amendment

---

This deed may not be amended without the prior written consent of the parties.

## 7 General

---

### 7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

### 7.2 Counterparts

This deed may be executed in any number of counterparts.

### 7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

### 7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
  - (1) when the sender receives an automated message confirming delivery; or
  - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

### 7.5 Time of Essence

Time is of the essence to this deed.



## Schedule 1

### Details

---

|        |                |                                                                                                                                                                           |
|--------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Item 1 | Holder         | Anna Perrins                                                                                                                                                              |
|        | Holder address | [REDACTED]                                                                                                                                                                |
|        | Holder email   | [REDACTED]                                                                                                                                                                |
| Item 2 | Escrow Period  | The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2024 are released to ASX. |



## Signing page

### Executed as a deed

---

Each person who executes this deed on behalf of a power under a power of attorney declares that they are not aware of any fact or circumstance that might affect their authority to do so under that power of attorney.

#### Company

Signed sealed and delivered by  
**Redox Limited**

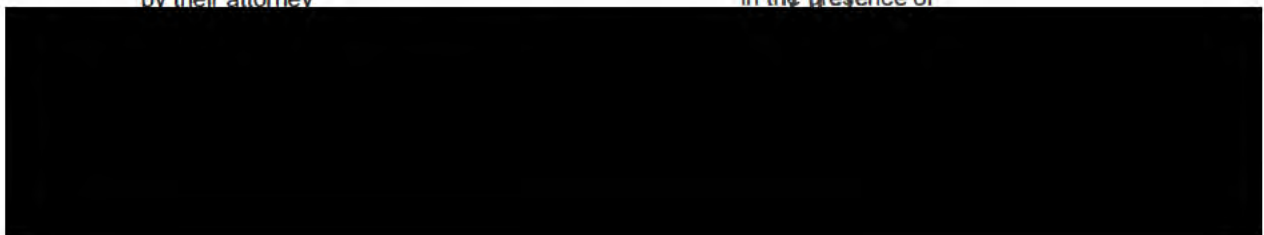


---

#### Holder

Signed sealed and delivered for  
**Anna Perrins**  
by their attorney

in the presence of





HERBERT  
SMITH  
FREEHILLS

Deed

## Voluntary escrow deed

---

Cassandra Shoukry

Redox Limited



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## Voluntary escrow deed

---

Date ▶ 2 May 2023

---

### Between the parties

---

Company

**Redox Limited**

ACN 000 762 345 of 3 Swettenham Road Minto NSW 2566

---

Holder

Cassandra Shoukry

of [REDACTED]

---

This deed witnesses as follows:



## 1 Definitions and interpretation

---

### 1.1 Definitions

The meanings of the terms used in this deed are set out below.

| Term                    | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Allotment Date</b>   | the date Shares are issued and transferred pursuant to the Prospectus.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>ASIC</b>             | means the Australian Securities and Investments Commission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>ASX</b>              | ASX Limited (ACN 008 624 691) or the market it operates as the context requires.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>ASX Settlement</b>   | means ASX Settlement Pty Ltd (ABN 49 008 504 532).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Business Day</b>     | a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Corporations Act</b> | <i>Corporations Act 2001 (Cth)</i> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Dealing</b>          | <p>in respect of any Restricted Share, means to directly or indirectly</p> <ul style="list-style-type: none"><li>• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;</li><li>• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;</li><li>• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or</li><li>• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share.</li></ul> <p>Deal and Dealt each have a corresponding meaning</p> |

| Term                                | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Dispose</b>                      | has the meaning given to that term in the Listing Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Escrow Period</b>                | the period set out in Item 2 of Schedule 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Governmental Agency</b>          | any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange. |
| <b>Holding Lock</b>                 | has the meaning in Section 2 of the Settlement Operating Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Issuer Sponsored Subregister</b> | the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Listing Rules</b>                | the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).                                                                                                                                       |
| <b>Prospectus</b>                   | means the prospectus to be issued by the Company and SaleCo lodged with ASIC on that date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Restricted Shares</b>            | <ol style="list-style-type: none"> <li>1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus;</li> <li>2 any Shares in the Company transferred to the Holder following the grant of probate in connection with the estate of Silvia Coneliano; and</li> <li>3 any securities in the Company attaching to or arising out of those Shares.</li> </ol>                                                                                                                               |



| Term                              | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SaleCo</b>                     | Redox Group Limited ACN (ACN 650 345 332).                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Security Interest</b>          | <p>an interest or power:</p> <ol style="list-style-type: none"><li>1 reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and</li><li>3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol> |
| <b>Settlement Operating Rules</b> | means the operating rules of ASX Settlement                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Share</b>                      | a share in the Company.                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Voluntary Escrow Deed</b>      | a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.                                                                                                                                                                                                                                                                                                                                                                |

## 1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- (e) references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- (f) the schedules form part of this deed.

## 2 Escrow

---

### 2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

### 2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
  - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
  - (2) in full at the conclusion of the Escrow Period,

including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

### 2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
  - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
  - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

## 2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

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

## 3 Termination

---

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

## 4 Warranties and acknowledgment

---

### 4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

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

### 4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:

- (1) any applicable law, regulation or authorisation;
  - (2) its constitution or other constituent documents; or
  - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

#### 4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

#### 4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

### 5 Consequences of breaching this deed

---

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
  - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
  - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



## 6 Amendment

---

This deed may not be amended without the prior written consent of the parties.

## 7 General

---

### 7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

### 7.2 Counterparts

This deed may be executed in any number of counterparts.

### 7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

### 7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
  - (1) when the sender receives an automated message confirming delivery; or
  - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

### 7.5 Time of Essence

Time is of the essence to this deed.



## Schedule 1

### Details

---

**Item 1**    Holder            Cassandra Shoukry

---

Holder address

[REDACTED]

---

Holder email

[REDACTED]

---

**Item 2**    Escrow Period        The period commencing on the Allotment Date and  
ending at 4:15pm on the day the results of the Company  
for the financial year ending on 30 June 2025 are  
released to ASX.

---



HERBERT  
SMITH  
FREEHILLS

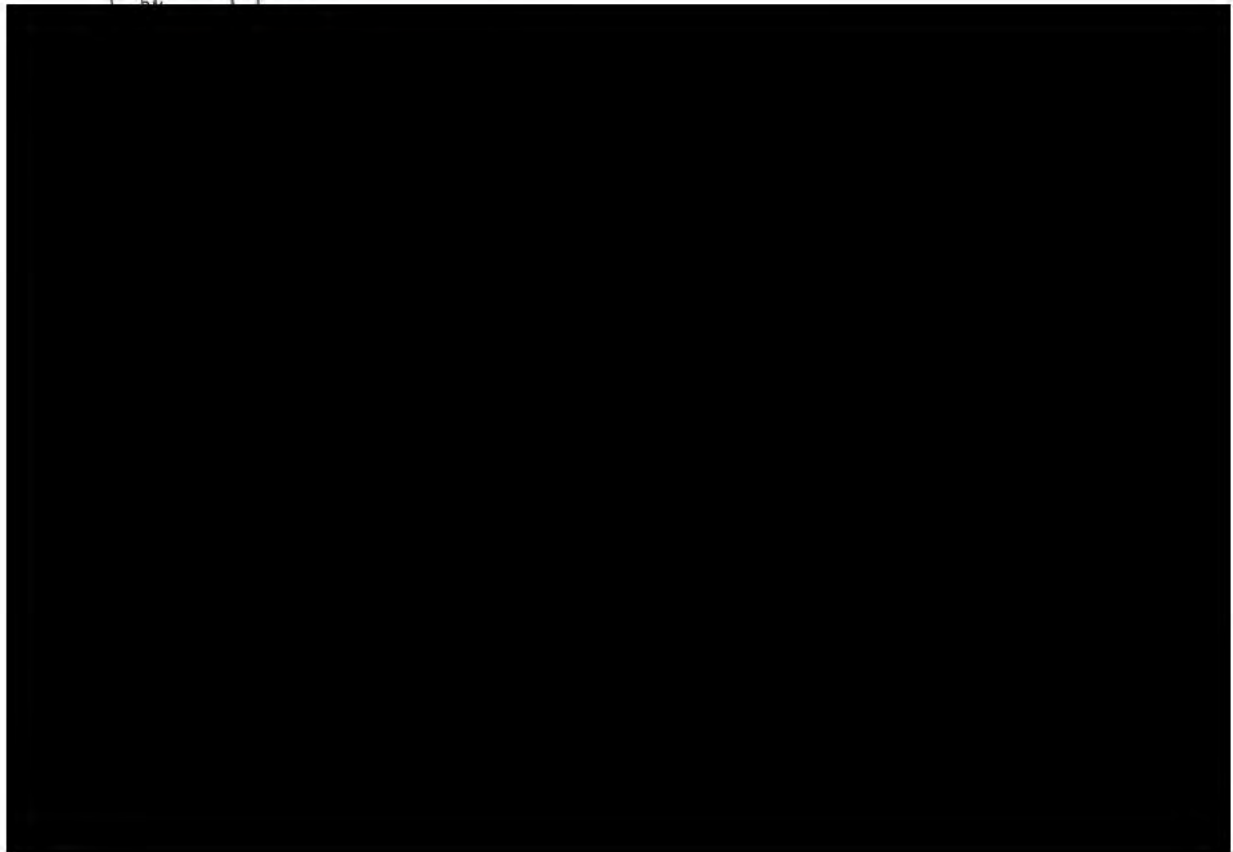
## Signing page

Executed as a deed

---

**Company**

Signed sealed and delivered by  
**Redox Limited**





HERBERT  
SMITH  
FREEHILLS

Deed

## Voluntary escrow deed

---

Christopher Perrins

Redox Limited



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## Voluntary escrow deed

---

Date ► 2 May 2023

---

Between the parties

---

|         |                                                     |
|---------|-----------------------------------------------------|
| Company | <b>Redox Limited</b>                                |
|         | ACN 000 762 345 of 3 Swettenham Road Minto NSW 2566 |

---

|        |                     |
|--------|---------------------|
| Holder | Christopher Perrins |
|        | of [REDACTED]       |

---

This deed witnesses as follows:

# 1 Definitions and interpretation

## 1.1 Definitions

The meanings of the terms used in this deed are set out below.

| Term                    | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Allotment Date</b>   | the date Shares are issued and transferred pursuant to the Prospectus.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>ASIC</b>             | means the Australian Securities and Investments Commission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>ASX</b>              | ASX Limited (ACN 008 624 691) or the market it operates as the context requires.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>ASX Settlement</b>   | means ASX Settlement Pty Ltd (ABN 49 008 504 532).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Business Day</b>     | a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Corporations Act</b> | <i>Corporations Act 2001</i> (Cth).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Dealing</b>          | <p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none"> <li>• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;</li> <li>• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;</li> <li>• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or</li> <li>• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share.</li> </ul> <p>Deal and Dealt each have a corresponding meaning.</p> |

| Term                                | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Dispose</b>                      | has the meaning given to that term in the Listing Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Escrow Period</b>                | the period set out in Item 2 of Schedule 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Governmental Agency</b>          | any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange. |
| <b>Holding Lock</b>                 | has the meaning in Section 2 of the Settlement Operating Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Issuer Sponsored Subregister</b> | the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Listing Rules</b>                | the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).                                                                                                                                       |
| <b>Prospectus</b>                   | means the prospectus to be issued by the Company and SaleCo lodged with ASIC on that date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Restricted Shares</b>            | <ol style="list-style-type: none"> <li>1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus;</li> <li>2 any Shares in the Company transferred to the Holder following the grant of probate in connection with the estate of Silvia Coneliano; and</li> <li>3 any securities in the Company attaching to or arising out of those Shares.</li> </ol>                                                                                                                               |



| Term                              | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SaleCo</b>                     | Redox Group Limited ACN (ACN 650 345 332).                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Security Interest</b>          | <p>an interest or power:</p> <ol style="list-style-type: none"><li>1 reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and</li><li>3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol> |
| <b>Settlement Operating Rules</b> | means the operating rules of ASX Settlement.                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Share</b>                      | a share in the Company.                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Voluntary Escrow Deed</b>      | a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.                                                                                                                                                                                                                                                                                                                                                                |

## 1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- (e) references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- (f) the schedules form part of this deed.

## 2 Escrow

---

### 2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

### 2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
  - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
  - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

### 2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
  - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
  - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

## 2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

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

## 3 Termination

---

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

## 4 Warranties and acknowledgment

---

### 4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

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

### 4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:

- (1) any applicable law, regulation or authorisation;
- (2) its constitution or other constituent documents; or
- (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

### 4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

### 4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

## 5 Consequences of breaching this deed

---

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
  - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
  - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.

## 6 Amendment

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This deed may not be amended without the prior written consent of the parties.

## 7 General

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### 7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

### 7.2 Counterparts

This deed may be executed in any number of counterparts.

### 7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

### 7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
  - (1) when the sender receives an automated message confirming delivery; or
  - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

### 7.5 Time of Essence

Time is of the essence to this deed.

## Schedule 1

### Details

---

|               |        |                     |
|---------------|--------|---------------------|
| <b>Item 1</b> | Holder | Christopher Perrins |
|---------------|--------|---------------------|

|  |                |            |
|--|----------------|------------|
|  | Holder address | [REDACTED] |
|--|----------------|------------|

|  |              |            |
|--|--------------|------------|
|  | Holder email | [REDACTED] |
|--|--------------|------------|

|               |               |                                                                                                                                                                           |
|---------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item 2</b> | Escrow Period | The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2025 are released to ASX. |
|---------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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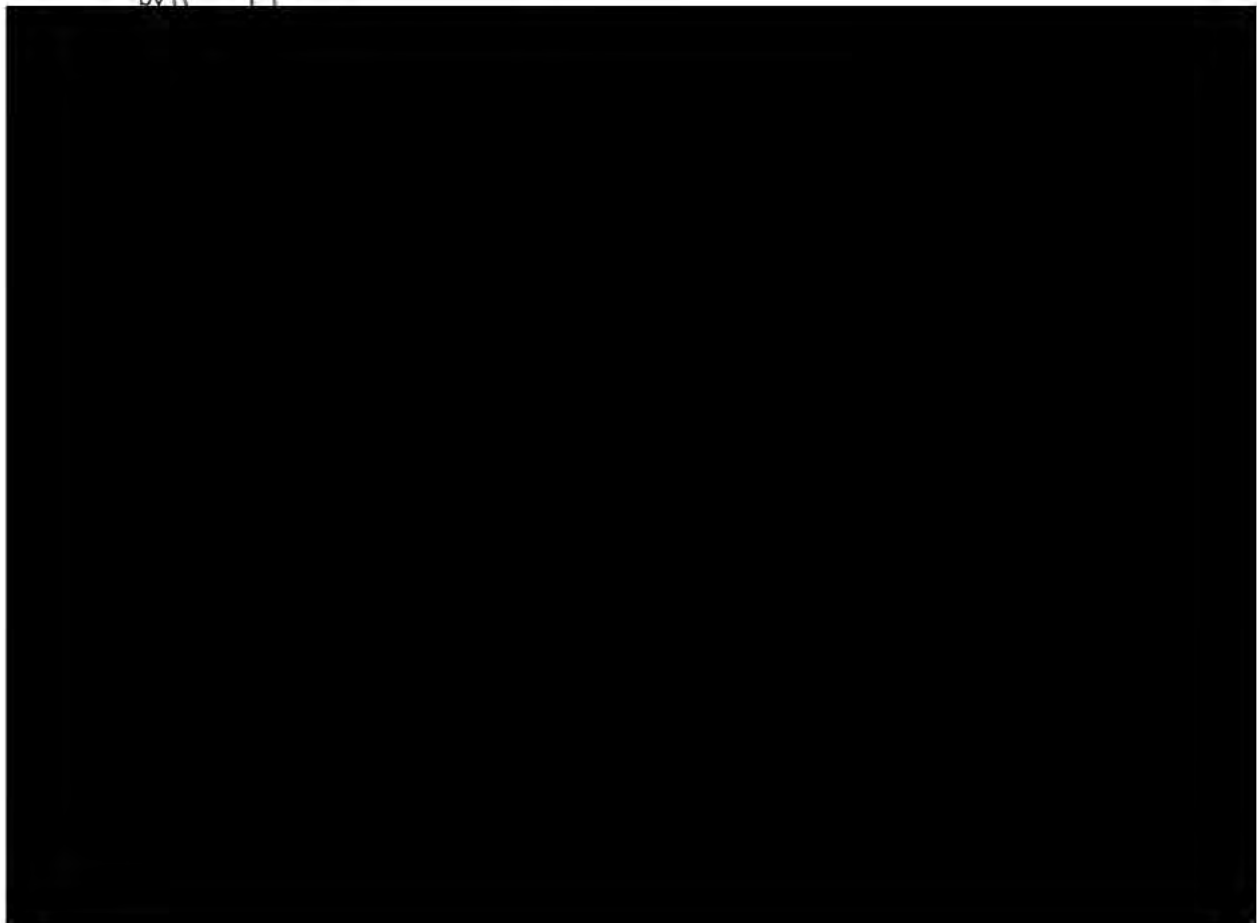
## Signing page

Executed as a deed

---

### Company

Signed sealed and delivered by  
**Redox Limited**  
by





HERBERT  
SMITH  
FREEHILLS

Deed

## Voluntary escrow deed

---

Claudia Walters

Redox Limited



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## Voluntary escrow deed

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Date ► 8<sup>th</sup> March 2023

---

Between the parties

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Company **Redox Limited**  
ACN 000 762 345 of 2 Swettenham Road Minto NSW 2566

---

Holder Claudia Walters

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This deed witnesses as follows:



## 1 Definitions and interpretation

---

### 1.1 Definitions

The meanings of the terms used in this deed are set out below.

| Term             | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Allotment Date   | the date Shares are issued and transferred pursuant to the Prospectus.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| ASIC             | means the Australian Securities and Investments Commission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| ASX              | ASX Limited (ACN 008 624 691) or the market it operates as the context requires.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| ASX Settlement   | means ASX Settlement Pty Ltd (ABN 49 008 504 532).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Business Day     | a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Corporations Act | <i>Corporations Act 2001</i> (Cth).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Dealing          | <p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none"><li>• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;</li><li>• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;</li><li>• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or</li><li>• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share.</li></ul> <p>Deal and Dealt each have a corresponding meaning.</p> |



| Term                                | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Dispose</b>                      | has the meaning given to that term in the Listing Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Escrow Period</b>                | the period set out in Item 2 of Schedule 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Governmental Agency</b>          | any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange. |
| <b>Holding Lock</b>                 | has the meaning in Section 2 of the Settlement Operating Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Issuer Sponsored Subregister</b> | the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Listing Rules</b>                | the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).                                                                                                                                       |
| <b>Prospectus</b>                   | means the final prospectus issued by the Company and SaleCo lodged with ASIC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Restricted Shares</b>            | <ol style="list-style-type: none"><li>1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus; and</li><li>2 any securities in the Company attaching to or arising out of those Shares.</li></ol>                                                                                                                                                                                                                                                                                   |
| <b>SaleCo</b>                       | Redox Group Limited (ACN 650 345 332).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |



| Term                              | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Security Interest</b>          | <p>an interest or power:</p> <ol style="list-style-type: none"><li>1 reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and</li><li>3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol> |
| <b>Settlement Operating Rules</b> | <p>means the operating rules of ASX Settlement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Share</b>                      | <p>a share in the Company.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Voluntary Escrow Deed</b>      | <p>a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.</p>                                                                                                                                                                                                                                                                                                                                                         |

## 1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- (e) references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- (f) the schedules form part of this deed.



## 2 Escrow

---

### 2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

### 2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
  - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
  - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

### 2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
  - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
  - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

## 2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

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

## 3 Termination

---

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

## 4 Warranties and acknowledgment

---

### 4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

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

### 4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:



- (1) any applicable law, regulation or authorisation;
  - (2) its constitution or other constituent documents; or
  - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

#### 4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

#### 4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

### 5 Consequences of breaching this deed

---

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
  - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
  - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



## 6 Amendment

---

This deed may not be amended without the prior written consent of the parties.

## 7 General

---

### 7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

### 7.2 Counterparts

This deed may be executed in any number of counterparts.

### 7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

### 7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
  - (1) when the sender receives an automated message confirming delivery; or
  - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

### 7.5 Time of Essence

Time is of the essence to this deed.



## Schedule 1

### Details

---

|        |                |                                                                                                                                                                           |
|--------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Item 1 | Holder         | Claudia Walters                                                                                                                                                           |
|        | Holder address | [REDACTED]                                                                                                                                                                |
|        | Holder email   | [REDACTED]                                                                                                                                                                |
| Item 2 | Escrow Period  | The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2024 are released to ASX. |



## Signing page

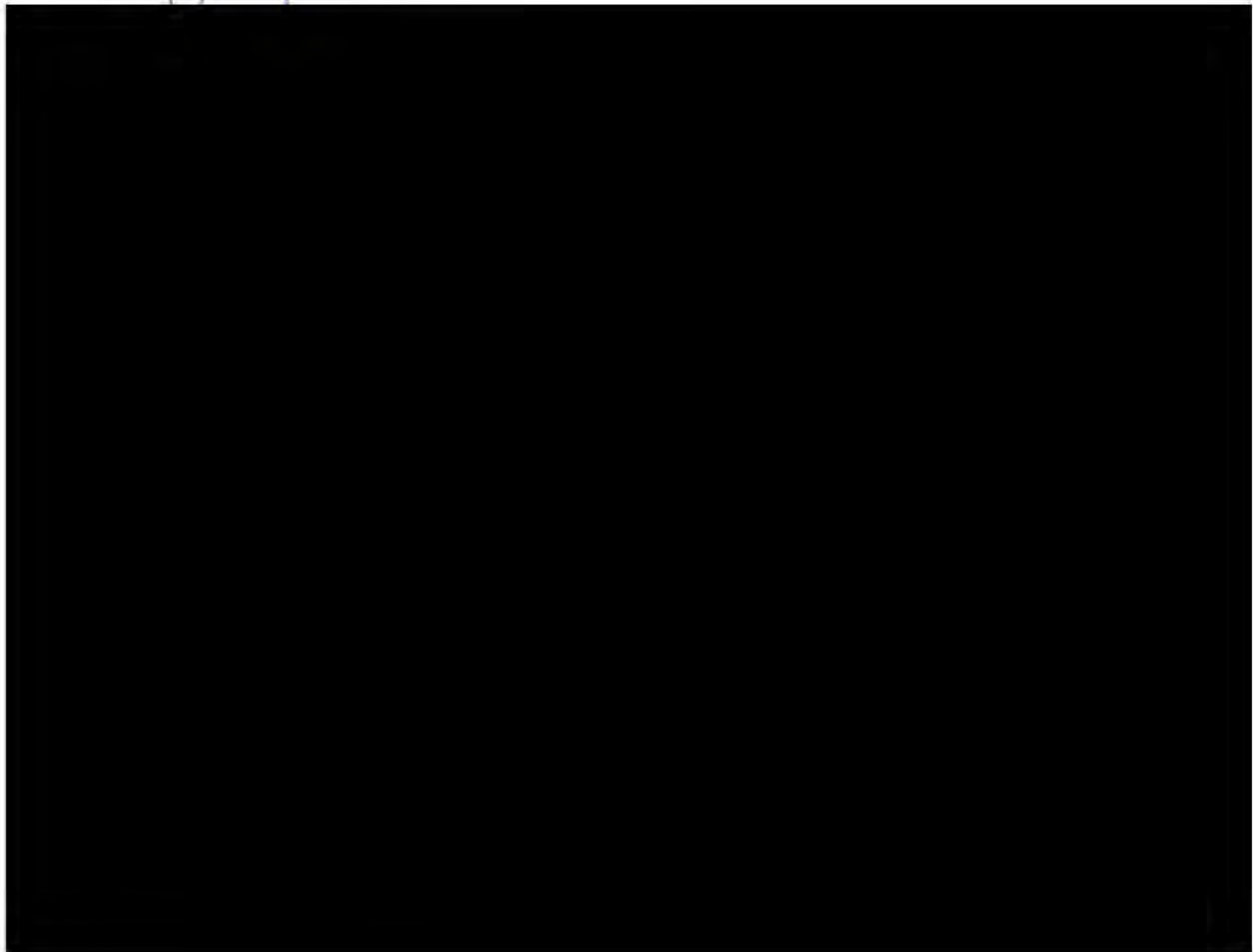
### Executed as a deed

---

Each person who executes this deed on behalf of a power under a power of attorney declares that they are not aware of any fact or circumstance that might affect their authority to do so under that power of attorney.

#### **Company**

Signed sealed and delivered by  
**Redox Limited**  
by





HERBERT  
SMITH  
FREEHILLS

Deed

## Voluntary escrow deed

---

Judith Coneliano

Redox Limited



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## Voluntary escrow deed

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Date ► 8th March 2023

---

Between the parties

---

|         |                                                                             |
|---------|-----------------------------------------------------------------------------|
| Company | <b>Redox Limited</b><br>ACN 000 762 345 of 2 Swettenham Road Minto NSW 2566 |
|---------|-----------------------------------------------------------------------------|

---

|        |                  |
|--------|------------------|
| Holder | Judith Coneliano |
|--------|------------------|

---

This deed witnesses as follows:

# 1 Definitions and interpretation

---

## 1.1 Definitions

The meanings of the terms used in this deed are set out below.

| Term                    | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Allotment Date</b>   | the date Shares are issued and transferred pursuant to the Prospectus.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>ASIC</b>             | means the Australian Securities and Investments Commission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>ASX</b>              | ASX Limited (ACN 008 624 691) or the market it operates as the context requires.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>ASX Settlement</b>   | means ASX Settlement Pty Ltd (ABN 49 008 504 532).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Business Day</b>     | a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Corporations Act</b> | <i>Corporations Act 2001</i> (Cth).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Dealing</b>          | <p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none"> <li>• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;</li> <li>• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;</li> <li>• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or</li> <li>• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share.</li> </ul> <p>Deal and Dealt each have a corresponding meaning.</p> |



| Term                                | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Dispose</b>                      | has the meaning given to that term in the Listing Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Escrow Period</b>                | the period set out in Item 2 of Schedule 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Governmental Agency</b>          | any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange. |
| <b>Holding Lock</b>                 | has the meaning in Section 2 of the Settlement Operating Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Issuer Sponsored Subregister</b> | the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Listing Rules</b>                | the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).                                                                                                                                       |
| <b>Prospectus</b>                   | means the final prospectus issued by the Company and SaleCo lodged with ASIC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Restricted Shares</b>            | <ol style="list-style-type: none"><li>1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus; and</li><li>2 any securities in the Company attaching to or arising out of those Shares.</li></ol>                                                                                                                                                                                                                                                                                   |
| <b>SaleCo</b>                       | Redox Group Limited (ACN 650 345 332).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

| Term                              | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Security Interest</b>          | <p>an interest or power:</p> <ol style="list-style-type: none"> <li>reserved in or over an interest in any securities including, but not limited to, any retention of title;</li> <li>created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and</li> <li>any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li> </ol> |
| <b>Settlement Operating Rules</b> | means the operating rules of ASX Settlement.                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Share</b>                      | a share in the Company.                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Voluntary Escrow Deed</b>      | a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.                                                                                                                                                                                                                                                                                                                                                              |

## 1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- (e) references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- (f) the schedules form part of this deed.



## 2 Escrow

---

### 2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

### 2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
  - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
  - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

### 2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
  - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
  - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (1) any applicable law, regulation or authorisation;
  - (2) its constitution or other constituent documents; or
  - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

### 4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

### 4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

## 5 Consequences of breaching this deed

---

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
  - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
  - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



## 6 Amendment

---

This deed may not be amended without the prior written consent of the parties.

## 7 General

---

### 7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

### 7.2 Counterparts

This deed may be executed in any number of counterparts.

### 7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

### 7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
  - (1) when the sender receives an automated message confirming delivery; or
  - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

### 7.5 Time of Essence

Time is of the essence to this deed.



## Schedule 1

### Details

---

|               |        |                  |
|---------------|--------|------------------|
| <b>Item 1</b> | Holder | Judith Coneliano |
|---------------|--------|------------------|

|  |                |            |
|--|----------------|------------|
|  | Holder address | [REDACTED] |
|--|----------------|------------|

|  |              |            |
|--|--------------|------------|
|  | Holder email | [REDACTED] |
|--|--------------|------------|

|               |               |                                                                                                                                                                           |
|---------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item 2</b> | Escrow Period | The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2024 are released to ASX. |
|---------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



## Signing page

### Executed as a deed

---

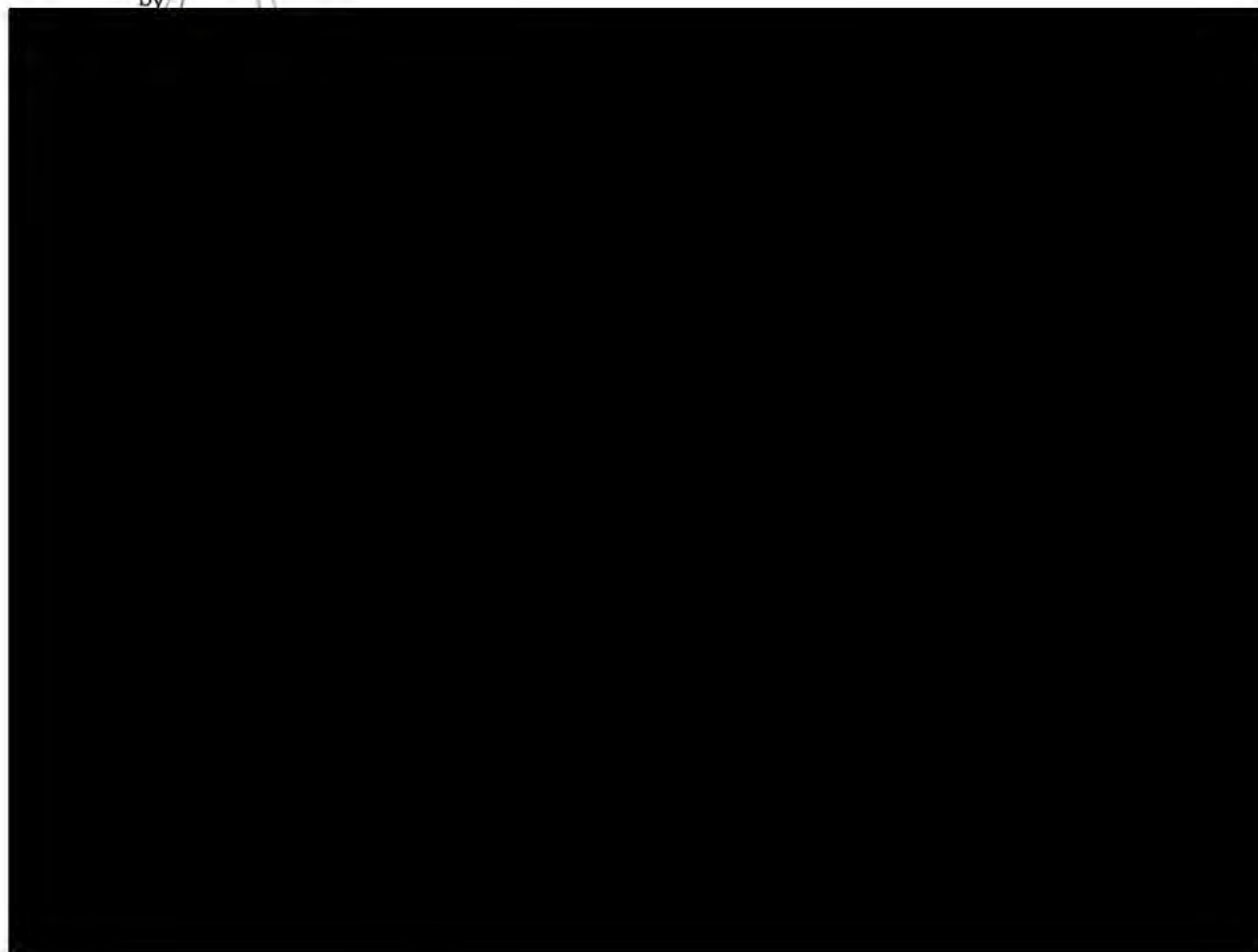
Each person who executes this deed on behalf of a power under a power of attorney declares that they are not aware of any fact or circumstance that might affect their authority to do so under that power of attorney.

#### **Company**

Signed sealed and delivered by

**Redox Limited**

by





HERBERT  
SMITH  
FREEHILLS

Deed

## Voluntary escrow deed

---

Peta-Lee Gaida

Redox Limited



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|          | <b>Signing page</b>                              | <b>9</b> |



## Voluntary escrow deed

---

Date ► 8<sup>th</sup> March 2023

---

Between the parties

---

Company **Redox Limited**  
ACN 000 762 345 of 2 Swettenham Road Minto NSW 2566

---

Holder Peta- Lee Gaida

---

This deed witnesses as follows:



## 1 Definitions and interpretation

---

### 1.1 Definitions

The meanings of the terms used in this deed are set out below.

| Term             | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Allotment Date   | the date Shares are issued and transferred pursuant to the Prospectus.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| ASIC             | means the Australian Securities and Investments Commission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| ASX              | ASX Limited (ACN 008 624 691) or the market it operates as the context requires.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| ASX Settlement   | means ASX Settlement Pty Ltd (ABN 49 008 504 532).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Business Day     | a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Corporations Act | <i>Corporations Act 2001</i> (Cth).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Dealing          | <p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none"><li>• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;</li><li>• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;</li><li>• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or</li><li>• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share.</li></ul> <p>Deal and Dealt each have a corresponding meaning.</p> |



| Term                                | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Dispose</b>                      | has the meaning given to that term in the Listing Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Escrow Period</b>                | the period set out in Item 2 of Schedule 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Governmental Agency</b>          | any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange. |
| <b>Holding Lock</b>                 | has the meaning in Section 2 of the Settlement Operating Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Issuer Sponsored Subregister</b> | the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Listing Rules</b>                | the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).                                                                                                                                       |
| <b>Prospectus</b>                   | means the final prospectus issued by the Company and SaleCo lodged with ASIC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Restricted Shares</b>            | <ol style="list-style-type: none"><li>1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus; and</li><li>2 any securities in the Company attaching to or arising out of those Shares.</li></ol>                                                                                                                                                                                                                                                                                   |
| <b>SaleCo</b>                       | Redox Group Limited (ACN 650 345 332).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |



| Term                              | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Security Interest</b>          | <p>an interest or power:</p> <ol style="list-style-type: none"><li>1 reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and</li><li>3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol> |
| <b>Settlement Operating Rules</b> | <p>means the operating rules of ASX Settlement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Share</b>                      | <p>a share in the Company.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Voluntary Escrow Deed</b>      | <p>a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.</p>                                                                                                                                                                                                                                                                                                                                                         |

## 1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- (e) references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- (f) the schedules form part of this deed.



## 2 Escrow

---

### 2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

### 2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
  - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
  - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

### 2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
  - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
  - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

## 2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

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

## 3 Termination

---

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

## 4 Warranties and acknowledgment

---

### 4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

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

### 4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:

- (1) any applicable law, regulation or authorisation;
  - (2) its constitution or other constituent documents; or
  - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

### 4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

### 4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

## 5 Consequences of breaching this deed

---

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
  - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
  - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



## 6 Amendment

---

This deed may not be amended without the prior written consent of the parties.

## 7 General

---

### 7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

### 7.2 Counterparts

This deed may be executed in any number of counterparts.

### 7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

### 7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
  - (1) when the sender receives an automated message confirming delivery; or
  - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

### 7.5 Time of Essence

Time is of the essence to this deed.



## Schedule 1

### Details

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|        |                |                                                                                                                                                                           |
|--------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Item 1 | Holder         | Peta- Lee Gaida                                                                                                                                                           |
|        | Holder address | [REDACTED]                                                                                                                                                                |
|        | Holder email   | [REDACTED]                                                                                                                                                                |
| Item 2 | Escrow Period  | The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2024 are released to ASX. |



## Signing page

### Executed as a deed

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Each person who executes this deed on behalf of a power under a power of attorney declares that they are not aware of any fact or circumstance that might affect their authority to do so under that power of attorney.

#### Company

Signed sealed and delivered by

**Redox Limited**

by





HERBERT  
SMITH  
FREEHILLS

Deed

## Voluntary escrow deed

---

Shaun Gaida

Redox Limited



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## Voluntary escrow deed

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Date ► 8<sup>th</sup> March 2023

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Between the parties

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Company **Redox Limited**  
ACN 000 762 345 of 2 Swettenham Road Minto NSW 2566

---

Holder Shaun Gaida

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This deed witnesses as follows:

# 1 Definitions and interpretation

---

## 1.1 Definitions

The meanings of the terms used in this deed are set out below.

| Term                    | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Allotment Date</b>   | the date Shares are issued and transferred pursuant to the Prospectus.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>ASIC</b>             | means the Australian Securities and Investments Commission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>ASX</b>              | ASX Limited (ACN 008 624 691) or the market it operates as the context requires.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>ASX Settlement</b>   | means ASX Settlement Pty Ltd (ABN 49 008 504 532).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Business Day</b>     | a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Corporations Act</b> | <i>Corporations Act 2001 (Cth)</i> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Dealing</b>          | <p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none"> <li>• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;</li> <li>• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;</li> <li>• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or</li> <li>• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share.</li> </ul> <p>Deal and Dealt each have a corresponding meaning.</p> |



| Term                                | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Dispose</b>                      | has the meaning given to that term in the Listing Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Escrow Period</b>                | the period set out in Item 2 of Schedule 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Governmental Agency</b>          | any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange. |
| <b>Holding Lock</b>                 | has the meaning in Section 2 of the Settlement Operating Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Issuer Sponsored Subregister</b> | the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Listing Rules</b>                | the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).                                                                                                                                       |
| <b>Prospectus</b>                   | means the final prospectus issued by the Company and SaleCo lodged with ASIC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Restricted Shares</b>            | <ol style="list-style-type: none"><li>1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus; and</li><li>2 any securities in the Company attaching to or arising out of those Shares.</li></ol>                                                                                                                                                                                                                                                                                   |
| <b>SaleCo</b>                       | Redox Group Limited (ACN 650 345 332).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |



| Term                              | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Security Interest</b>          | <p>an interest or power:</p> <ol style="list-style-type: none"><li>1 reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and</li><li>3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol> |
| <b>Settlement Operating Rules</b> | <p>means the operating rules of ASX Settlement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Share</b>                      | <p>a share in the Company.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Voluntary Escrow Deed</b>      | <p>a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.</p>                                                                                                                                                                                                                                                                                                                                                         |

## 1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- (e) references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- (f) the schedules form part of this deed.



## 2 Escrow

---

### 2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

### 2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
  - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
  - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

### 2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
  - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
  - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

## 2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

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

## 3 Termination

---

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

## 4 Warranties and acknowledgment

---

### 4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

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

### 4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:



- (1) any applicable law, regulation or authorisation;
  - (2) its constitution or other constituent documents; or
  - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

#### 4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

#### 4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

### 5 Consequences of breaching this deed

---

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
  - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
  - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



## Signing page

### Executed as a deed

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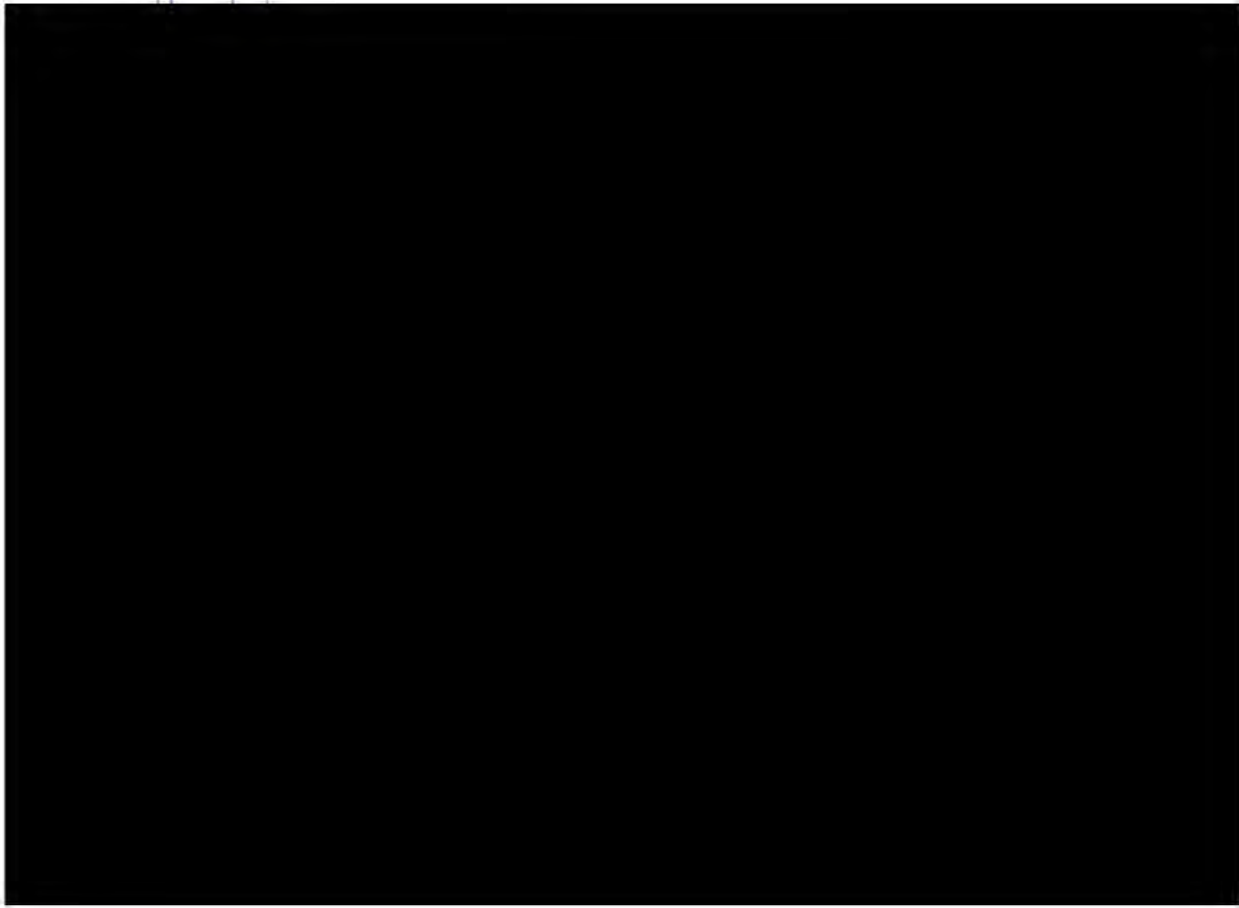
Each person who executes this deed on behalf of a power under a power of attorney declares that they are not aware of any fact or circumstance that might affect their authority to do so under that power of attorney.

#### **Company**

Signed sealed and delivered by

**Redox Limited**

by





HERBERT  
SMITH  
FREEHILLS

Deed

## Voluntary escrow deed

---

Silvia Coneliano

Redox Limited



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## Voluntary escrow deed

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Date ► 8<sup>th</sup> March 2023

---

Between the parties

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Company **Redox Limited**  
ACN 000 762 345 of 2 Swettenham Road Minto NSW 2566

---

Holder Silvia Coneliano

---

This deed witnesses as follows:

# 1 Definitions and interpretation

---

## 1.1 Definitions

The meanings of the terms used in this deed are set out below.

| Term                    | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Allotment Date</b>   | the date Shares are issued and transferred pursuant to the Prospectus.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>ASIC</b>             | means the Australian Securities and Investments Commission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>ASX</b>              | ASX Limited (ACN 008 624 691) or the market it operates as the context requires.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>ASX Settlement</b>   | means ASX Settlement Pty Ltd (ABN 49 008 504 532).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Business Day</b>     | a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Corporations Act</b> | <i>Corporations Act 2001</i> (Cth).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Dealing</b>          | <p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none"> <li>• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;</li> <li>• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;</li> <li>• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or</li> <li>• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share.</li> </ul> <p>Deal and Dealt each have a corresponding meaning.</p> |



| Term                                | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Dispose</b>                      | has the meaning given to that term in the Listing Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Escrow Period</b>                | the period set out in Item 2 of Schedule 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Governmental Agency</b>          | any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange. |
| <b>Holding Lock</b>                 | has the meaning in Section 2 of the Settlement Operating Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Issuer Sponsored Subregister</b> | the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Listing Rules</b>                | the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).                                                                                                                                       |
| <b>Prospectus</b>                   | means the final prospectus issued by the Company and SaleCo lodged with ASIC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Restricted Shares</b>            | <ol style="list-style-type: none"><li>1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus; and</li><li>2 any securities in the Company attaching to or arising out of those Shares.</li></ol>                                                                                                                                                                                                                                                                                   |
| <b>SaleCo</b>                       | Redox Group Limited (ACN 650 345 332).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |



| Term                              | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Security Interest</b>          | <p>an interest or power:</p> <ol style="list-style-type: none"><li>1 reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and</li><li>3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol> |
| <b>Settlement Operating Rules</b> | <p>means the operating rules of ASX Settlement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Share</b>                      | <p>a share in the Company.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Voluntary Escrow Deed</b>      | <p>a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.</p>                                                                                                                                                                                                                                                                                                                                                         |

## 1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- (e) references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- (f) the schedules form part of this deed.



## 2 Escrow

---

### 2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

### 2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
  - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
  - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

### 2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
  - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
  - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

## 2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

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

## 3 Termination

---

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

## 4 Warranties and acknowledgment

---

### 4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

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

### 4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:

- (1) any applicable law, regulation or authorisation;
- (2) its constitution or other constituent documents; or
- (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

### 4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

### 4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

## 5 Consequences of breaching this deed

---

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
  - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
  - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



## 6 Amendment

---

This deed may not be amended without the prior written consent of the parties.

## 7 General

---

### 7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

### 7.2 Counterparts

This deed may be executed in any number of counterparts.

### 7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

### 7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
  - (1) when the sender receives an automated message confirming delivery; or
  - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

### 7.5 Time of Essence

Time is of the essence to this deed.



## Schedule 1

### Details

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|        |                |                                                                                                                                                                           |
|--------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Item 1 | Holder         | Silvia Coneliano                                                                                                                                                          |
|        | Holder address | [REDACTED]                                                                                                                                                                |
|        | Holder email   | [REDACTED]                                                                                                                                                                |
| Item 2 | Escrow Period  | The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2024 are released to ASX. |



## Signing page

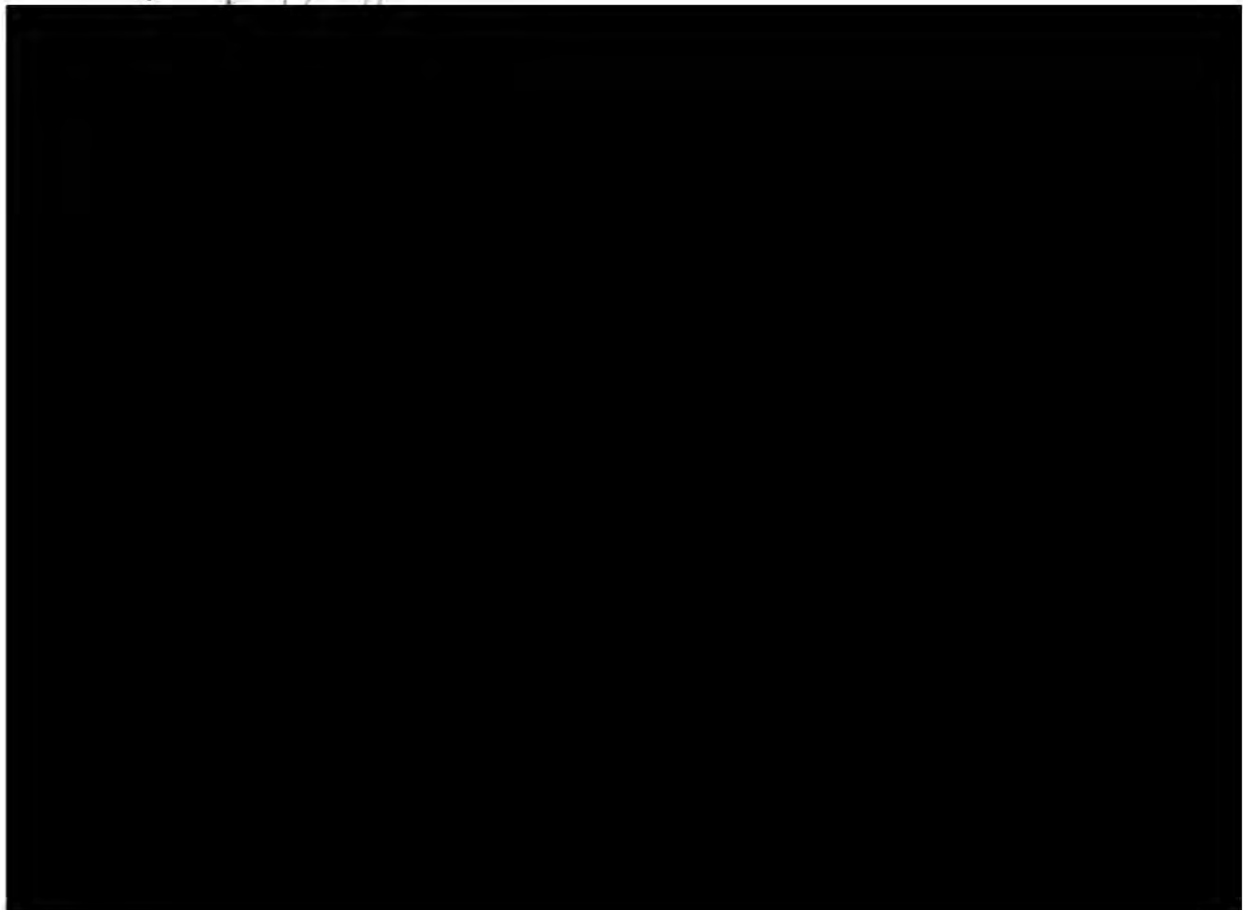
### Executed as a deed

---

Each person who executes this deed on behalf of a power under a power of attorney declares that they are not aware of any fact or circumstance that might affect their authority to do so under that power of attorney.

#### Company

Signed sealed and delivered by  
**Redox Limited**  
by





HERBERT  
SMITH  
FREEHILLS

Deed

## Voluntary escrow deed

---

Xaric Phoenix

Redox Limited



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|          | <b>Signing page</b>                              | <b>9</b> |



## Voluntary escrow deed

---

Date ► 8<sup>th</sup> March 2023

---

Between the parties

---

Company **Redox Limited**  
ACN 000 762 345 of 2 Swettenham Road Minto NSW 2566

---

Holder Xaric Phoenix

---

This deed witnesses as follows:



## 1 Definitions and interpretation

---

### 1.1 Definitions

The meanings of the terms used in this deed are set out below.

| Term                    | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Allotment Date</b>   | the date Shares are issued and transferred pursuant to the Prospectus.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>ASIC</b>             | means the Australian Securities and Investments Commission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>ASX</b>              | ASX Limited (ACN 008 624 691) or the market it operates as the context requires.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>ASX Settlement</b>   | means ASX Settlement Pty Ltd (ABN 49 008 504 532).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Business Day</b>     | a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Corporations Act</b> | <i>Corporations Act 2001</i> (Cth).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Dealing</b>          | <p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none"><li>• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;</li><li>• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;</li><li>• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or</li><li>• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share.</li></ul> <p>Deal and Dealt each have a corresponding meaning.</p> |



| Term                                | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Dispose</b>                      | has the meaning given to that term in the Listing Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Escrow Period</b>                | the period set out in Item 2 of Schedule 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Governmental Agency</b>          | any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange. |
| <b>Holding Lock</b>                 | has the meaning in Section 2 of the Settlement Operating Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Issuer Sponsored Subregister</b> | the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Listing Rules</b>                | the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).                                                                                                                                       |
| <b>Prospectus</b>                   | means the final prospectus issued by the Company and SaleCo lodged with ASIC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Restricted Shares</b>            | <ol style="list-style-type: none"><li>1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus; and</li><li>2 any securities in the Company attaching to or arising out of those Shares.</li></ol>                                                                                                                                                                                                                                                                                   |
| <b>SaleCo</b>                       | Redox Group Limited (ACN 650 345 332).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |



| Term                              | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Security Interest</b>          | <p>an interest or power:</p> <ol style="list-style-type: none"><li>1 reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and</li><li>3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol> |
| <b>Settlement Operating Rules</b> | <p>means the operating rules of ASX Settlement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Share</b>                      | <p>a share in the Company.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Voluntary Escrow Deed</b>      | <p>a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.</p>                                                                                                                                                                                                                                                                                                                                                         |

## 1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- (e) references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- (f) the schedules form part of this deed.



## 2 Escrow

---

### 2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

### 2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
  - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
  - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

### 2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
  - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
  - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

## 2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

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

## 3 Termination

---

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

## 4 Warranties and acknowledgment

---

### 4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

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

### 4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:



- (1) any applicable law, regulation or authorisation;
  - (2) its constitution or other constituent documents; or
  - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

#### 4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

#### 4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

### 5 Consequences of breaching this deed

---

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
  - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
  - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



## 6 Amendment

---

This deed may not be amended without the prior written consent of the parties.

## 7 General

---

### 7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

### 7.2 Counterparts

This deed may be executed in any number of counterparts.

### 7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

### 7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
  - (1) when the sender receives an automated message confirming delivery; or
  - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

### 7.5 Time of Essence

Time is of the essence to this deed.



## Schedule 1

### Details

---

|        |                |                                                                                                                                                                           |
|--------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Item 1 | Holder         | Xaric Phoenix                                                                                                                                                             |
|        | Holder address | [REDACTED]                                                                                                                                                                |
|        | Holder email   | [REDACTED]                                                                                                                                                                |
| Item 2 | Escrow Period  | The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2024 are released to ASX. |



## Signing page

### Executed as a deed

---

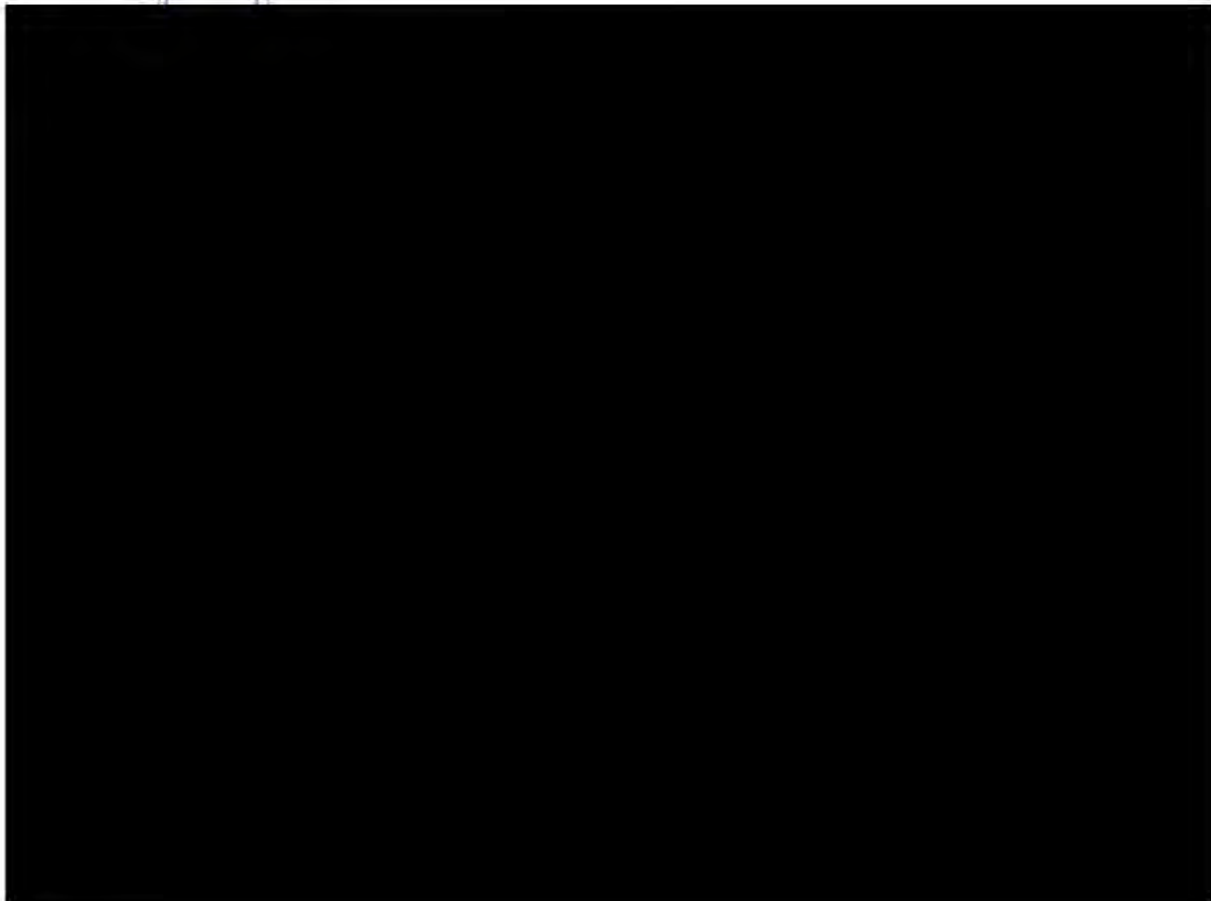
Each person who executes this deed on behalf of a power under a power of attorney declares that they are not aware of any fact or circumstance that might affect their authority to do so under that power of attorney.

#### **Company**

Signed sealed and delivered by

**Redox Limited**

by





HERBERT  
SMITH  
FREEHILLS

Deed

## Voluntary escrow deed

---

Bedryie Coneliano

Redox Limited



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## Voluntary escrow deed

---

Date ► 2023

---

Between the parties

---

Company **Redox Limited**  
ACN 000 762 345 of 2 Swettenham Road Minto NSW 2566

---

Holder Bedriye Conellano  
of [REDACTED]

---

This deed witnesses as follows:

## 1 Definitions and interpretation

---

### 1.1 Definitions

The meanings of the terms used in this deed are set out below.

| Term                    | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Allotment Date</b>   | the date Shares are issued and transferred pursuant to the Prospectus.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>ASIC</b>             | means the Australian Securities and Investments Commission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>ASX</b>              | ASX Limited (ACN 008 624 691) or the market it operates as the context requires.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>ASX Settlement</b>   | means ASX Settlement Pty Ltd (ABN 49 008 504 532).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Business Day</b>     | a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Corporations Act</b> | <i>Corporations Act 2001</i> (Cth).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Dealing</b>          | <p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none"> <li>• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;</li> <li>• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;</li> <li>• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or</li> <li>• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share.</li> </ul> <p>Deal and Dealt each have a corresponding meaning.</p> |

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| Term                                | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Dispose</b>                      | has the meaning given to that term in the Listing Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Escrow Period</b>                | the period set out in Item 2 of Schedule 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Governmental Agency</b>          | any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange. |
| <b>Holding Lock</b>                 | has the meaning in Section 2 of the Settlement Operating Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Issuer Sponsored Subregister</b> | the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Listing Rules</b>                | the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).                                                                                                                                       |
| <b>Prospectus</b>                   | means the final prospectus issued by the Company and SaleCo lodged with ASIC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Restricted Shares</b>            | <ol style="list-style-type: none"><li>1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus; and</li><li>2 any securities in the Company attaching to or arising out of those Shares.</li></ol>                                                                                                                                                                                                                                                                                   |
| <b>SaleCo</b>                       | Redox Group Limited (ACN 650 345 332).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |



| Term                              | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Security Interest</b>          | an interest or power: <ol style="list-style-type: none"><li>reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and</li><li>any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol> |
| <b>Settlement Operating Rules</b> | means the operating rules of ASX Settlement.                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Share</b>                      | a share in the Company.                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Voluntary Escrow Deed</b>      | a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.                                                                                                                                                                                                                                                                                                                                                   |

## 1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- the singular includes the plural and vice versa;
- a reference to a party includes its successors, personal representatives and transferees;
- words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- the schedules form part of this deed.



## 2 Escrow

---

### 2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

### 2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
  - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
  - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

### 2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
  - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
  - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

## 2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

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

## 3 Termination

---

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

## 4 Warranties and acknowledgment

---

### 4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

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

### 4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:



- (1) any applicable law, regulation or authorisation;
  - (2) its constitution or other constituent documents; or
  - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

#### 4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

#### 4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

### 5 Consequences of breaching this deed

---

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
  - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
  - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



## 6 Amendment

---

This deed may not be amended without the prior written consent of the parties.

## 7 General

---

### 7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

### 7.2 Counterparts

This deed may be executed in any number of counterparts.

### 7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

### 7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
  - (1) when the sender receives an automated message confirming delivery; or
  - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

### 7.5 Time of Essence

Time is of the essence to this deed.



## Schedule 1

### Details

---

|               |        |                   |
|---------------|--------|-------------------|
| <b>Item 1</b> | Holder | Bedriye Coneliano |
|---------------|--------|-------------------|

|  |                |            |
|--|----------------|------------|
|  | Holder address | [REDACTED] |
|--|----------------|------------|

|  |              |            |
|--|--------------|------------|
|  | Holder email | [REDACTED] |
|--|--------------|------------|

|               |               |                                                                                                                                                                           |
|---------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item 2</b> | Escrow Period | The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2025 are released to ASX. |
|---------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

---

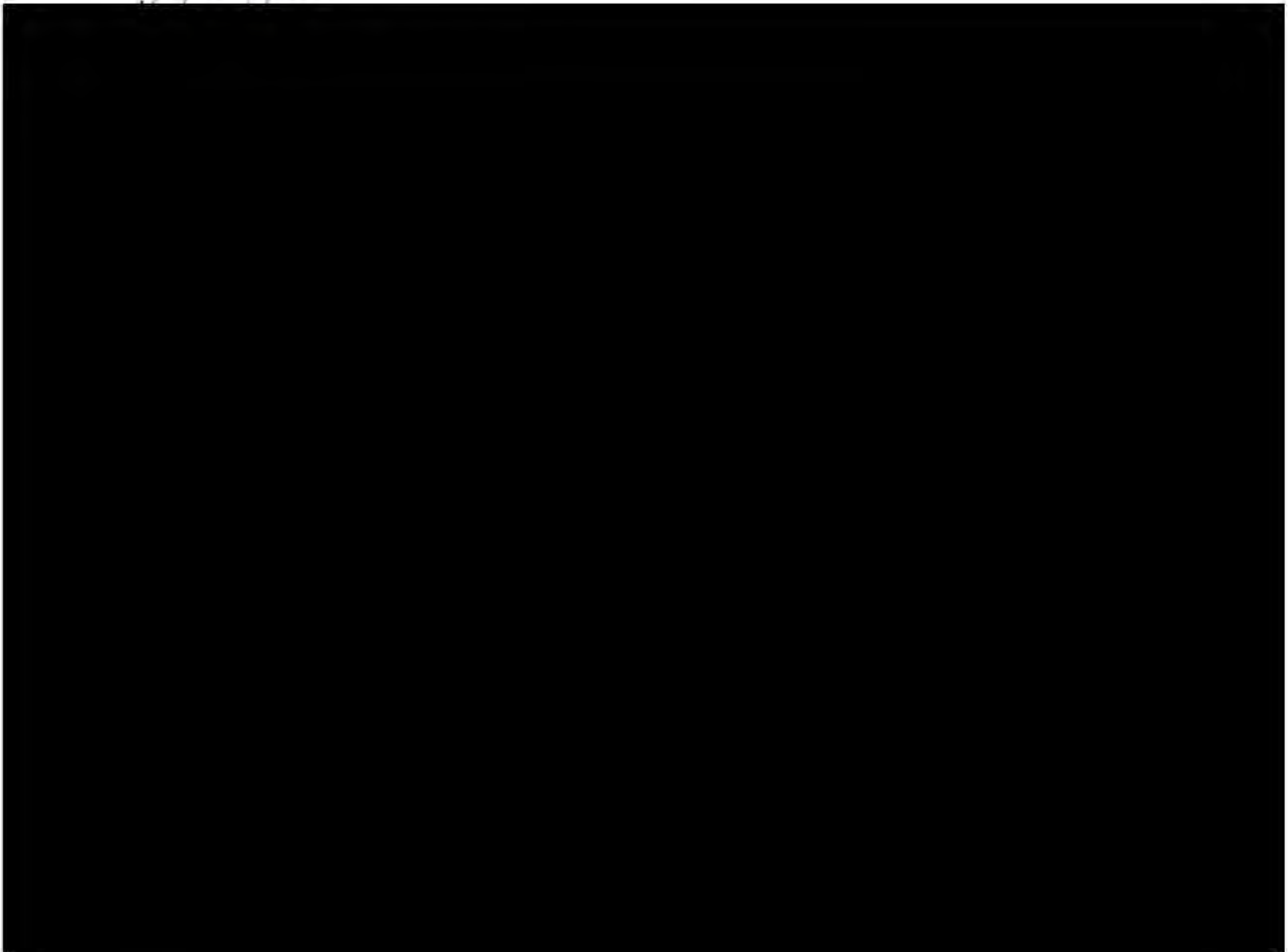
Executed as a deed

---

Each person who executes this deed on behalf of a power under a power of attorney declares that they are not aware of any fact or circumstance that might affect their authority to do so under that power of attorney.

**Company**

Signed sealed and delivered by  
**Redox Limited**





HERBERT  
SMITH  
FREEHILLS

Deed

## Voluntary escrow deed

---

Malcolm Perrins

Redox Limited



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## Voluntary escrow deed

---

Date ▶ 10<sup>th</sup> March 2023

---

Between the parties

---

|         |                                                     |
|---------|-----------------------------------------------------|
| Company | <b>Redox Limited</b>                                |
|         | ACN 000 762 345 of 2 Swettenham Road Minto NSW 2566 |

---

|        |                 |
|--------|-----------------|
| Holder | Malcolm Perrins |
|        | of [REDACTED]   |

---

This deed witnesses as follows:



## 1 Definitions and interpretation

### 1.1 Definitions

The meanings of the terms used in this deed are set out below.

| Term                    | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Allotment Date</b>   | the date Shares are issued and transferred pursuant to the Prospectus.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>ASIC</b>             | means the Australian Securities and Investments Commission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>ASX</b>              | ASX Limited (ACN 008 624 691) or the market it operates as the context requires.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>ASX Settlement</b>   | means ASX Settlement Pty Ltd (ABN 49 008 504 532).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Business Day</b>     | a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Corporations Act</b> | <i>Corporations Act 2001</i> (Cth).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Dealing</b>          | <p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none"><li>• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;</li><li>• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;</li><li>• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or</li><li>• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share.</li></ul> <p>Deal and Dealt each have a corresponding meaning.</p> |



| Term                                | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Dispose</b>                      | has the meaning given to that term in the Listing Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Escrow Period</b>                | the period set out in Item 2 of Schedule 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Governmental Agency</b>          | any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange. |
| <b>Holding Lock</b>                 | has the meaning in Section 2 of the Settlement Operating Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Issuer Sponsored Subregister</b> | the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Listing Rules</b>                | the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).                                                                                                                                       |
| <b>Prospectus</b>                   | means the final prospectus issued by the Company and SaleCo lodged with ASIC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Restricted Shares</b>            | <ol style="list-style-type: none"><li>1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus; and</li><li>2 any securities in the Company attaching to or arising out of those Shares.</li></ol>                                                                                                                                                                                                                                                                                   |
| <b>SaleCo</b>                       | Redox Group Limited (ACN 650 345 332).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |



| Term                              | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Security Interest</b>          | <p>an interest or power:</p> <ol style="list-style-type: none"><li>reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and</li><li>any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol> |
| <b>Settlement Operating Rules</b> | <p>means the operating rules of ASX Settlement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Share</b>                      | <p>a share in the Company.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Voluntary Escrow Deed</b>      | <p>a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.</p>                                                                                                                                                                                                                                                                                                                                                   |

## 1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- (e) references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- (f) the schedules form part of this deed.



## 2 Escrow

---

### 2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

### 2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
  - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
  - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

### 2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
  - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
  - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

## 2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

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

## 3 Termination

---

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

## 4 Warranties and acknowledgment

---

### 4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

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

### 4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:



- (1) any applicable law, regulation or authorisation;
  - (2) its constitution or other constituent documents; or
  - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

#### 4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

#### 4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

### 5 Consequences of breaching this deed

---

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
  - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
  - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



## 6 Amendment

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This deed may not be amended without the prior written consent of the parties.

## 7 General

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### 7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

### 7.2 Counterparts

This deed may be executed in any number of counterparts.

### 7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

### 7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
  - (1) when the sender receives an automated message confirming delivery; or
  - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

### 7.5 Time of Essence

Time is of the essence to this deed.



## Schedule 1

### Details

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**Item 1**    Holder                      Malcolm Perrins

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Holder address



---

Holder email



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**Item 2**    Escrow Period                      The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2025 are released to ASX.

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## Signing page

Executed as a deed

---

Each person who executes this deed on behalf of a power under a power of attorney declares that they are not aware of any fact or circumstance that might affect their authority to do so under that power of attorney.

### Company

Signed sealed and delivered by  
**Redox Limited**





HERBERT  
SMITH  
FREEHILLS

Deed

## Voluntary escrow deed

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Renato Coneliano

Redox Limited



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## Voluntary escrow deed

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Date ▶ 2023

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Between the parties

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Company **Redox Limited**  
ACN 000 762 345 of 2 Swettenham Road Minto NSW 2566

---

Holder Renato Coneliano  
of [REDACTED]

---

This deed witnesses as follows:



## 1 Definitions and interpretation

---

### 1.1 Definitions

The meanings of the terms used in this deed are set out below.

| Term                    | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Allotment Date</b>   | the date Shares are issued and transferred pursuant to the Prospectus.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>ASIC</b>             | means the Australian Securities and Investments Commission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>ASX</b>              | ASX Limited (ACN 008 624 691) or the market it operates as the context requires.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>ASX Settlement</b>   | means ASX Settlement Pty Ltd (ABN 49 008 504 532).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Business Day</b>     | a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Corporations Act</b> | <i>Corporations Act 2001</i> (Cth).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Dealing</b>          | <p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none"><li>• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;</li><li>• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;</li><li>• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or</li><li>• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share.</li></ul> <p>Deal and Dealt each have a corresponding meaning.</p> |



| Term                                | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Dispose</b>                      | has the meaning given to that term in the Listing Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Escrow Period</b>                | the period set out in Item 2 of Schedule 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Governmental Agency</b>          | any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange. |
| <b>Holding Lock</b>                 | has the meaning in Section 2 of the Settlement Operating Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Issuer Sponsored Subregister</b> | the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Listing Rules</b>                | the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).                                                                                                                                       |
| <b>Prospectus</b>                   | means the final prospectus issued by the Company and SaleCo lodged with ASIC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Restricted Shares</b>            | <ol style="list-style-type: none"><li>1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus; and</li><li>2 any securities in the Company attaching to or arising out of those Shares.</li></ol>                                                                                                                                                                                                                                                                                   |
| <b>SaleCo</b>                       | Redox Group Limited (ACN 650 345 332).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |



| Term                              | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Security Interest</b>          | <p>an interest or power:</p> <ol style="list-style-type: none"><li>1 reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and</li><li>3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol> |
| <b>Settlement Operating Rules</b> | <p>means the operating rules of ASX Settlement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Share</b>                      | <p>a share in the Company.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Voluntary Escrow Deed</b>      | <p>a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.</p>                                                                                                                                                                                                                                                                                                                                                         |

## 1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- (e) references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- (f) the schedules form part of this deed.



## 2 Escrow

---

### 2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

### 2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
  - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
  - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

### 2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
  - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
  - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

## 2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

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

## 3 Termination

---

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

## 4 Warranties and acknowledgment

---

### 4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

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

### 4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:

- (1) any applicable law, regulation or authorisation;
- (2) its constitution or other constituent documents; or
- (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

#### 4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

#### 4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

### 5 Consequences of breaching this deed

---

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
  - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
  - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



## 6 Amendment

---

This deed may not be amended without the prior written consent of the parties.

## 7 General

---

### 7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

### 7.2 Counterparts

This deed may be executed in any number of counterparts.

### 7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

### 7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
  - (1) when the sender receives an automated message confirming delivery; or
  - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

### 7.5 Time of Essence

Time is of the essence to this deed.



## Schedule 1

### Details

---

**Item 1**    Holder                    Renato Coneliano

---

Holder address



---

Holder email



---

**Item 2**    Escrow Period            The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2025 are released to ASX.

---

## Signing page

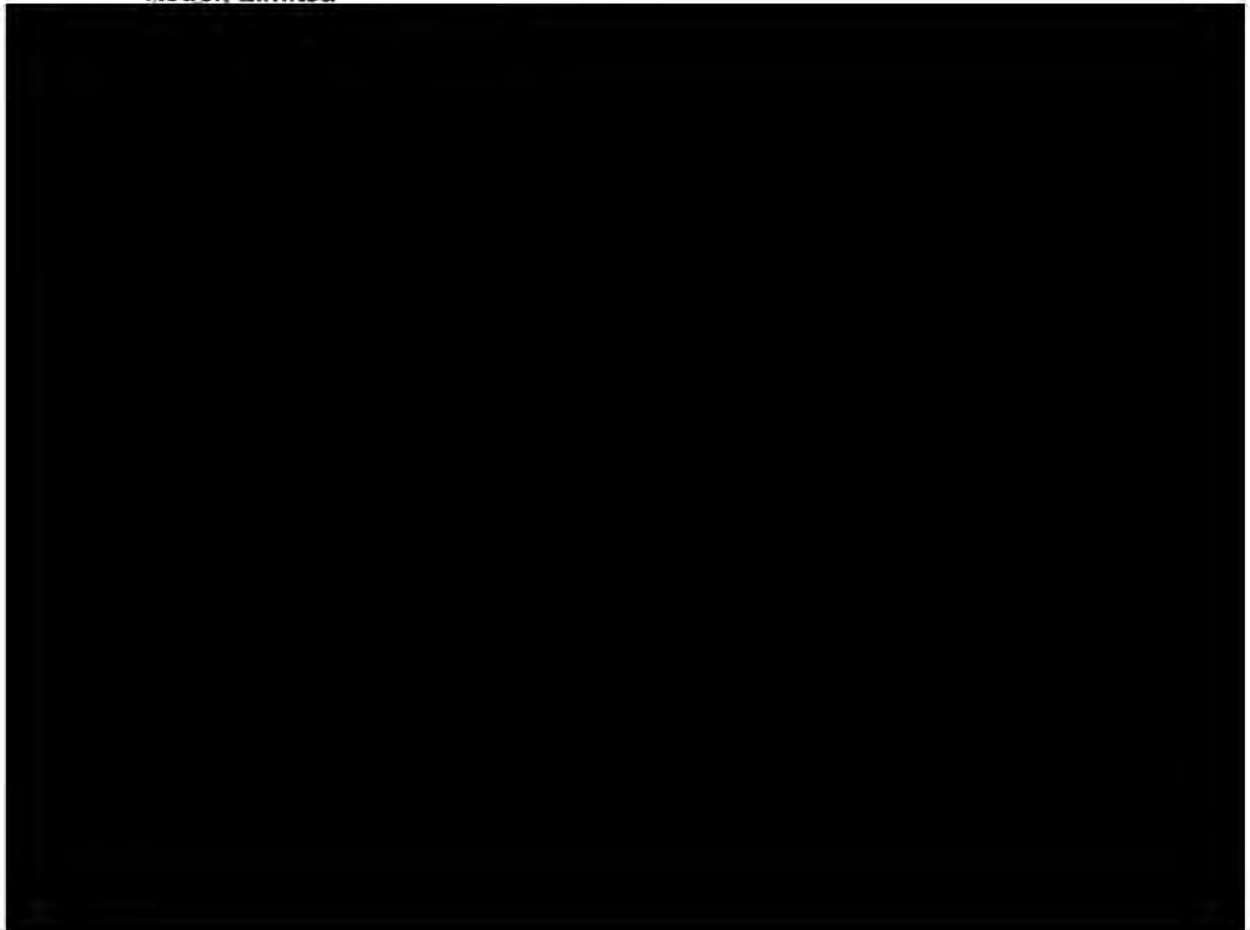
### Executed as a deed

---

Each person who executes this deed on behalf of a power under a power of attorney declares that they are not aware of any fact or circumstance that might affect their authority to do so under that power of attorney.

### Company

Signed sealed and delivered by  
**Redox Limited**





HERBERT  
SMITH  
FREEHILLS

Deed

## Voluntary escrow deed

---

Robert Coneliano

Redox Limited



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## Voluntary escrow deed

---

Date ► 2023

---

Between the parties

---

Company **Redox Limited**  
ACN 000 762 345 of 2 Swettenham Road Minto NSW 2566

---

Holder Robert Coneliano  
of [REDACTED]

---

This deed witnesses as follows:

# 1 Definitions and interpretation

## 1.1 Definitions

The meanings of the terms used in this deed are set out below.

| Term                    | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Allotment Date</b>   | the date Shares are issued and transferred pursuant to the Prospectus.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>ASIC</b>             | means the Australian Securities and Investments Commission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>ASX</b>              | ASX Limited (ACN 008 624 691) or the market it operates as the context requires.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>ASX Settlement</b>   | means ASX Settlement Pty Ltd (ABN 49 008 504 532).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Business Day</b>     | a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Corporations Act</b> | <i>Corporations Act 2001</i> (Cth).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Dealing</b>          | <p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none"> <li>• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;</li> <li>• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;</li> <li>• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or</li> <li>• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share.</li> </ul> <p>Deal and Dealt each have a corresponding meaning.</p> |



| Term                                | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Dispose</b>                      | has the meaning given to that term in the Listing Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Escrow Period</b>                | the period set out in Item 2 of Schedule 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Governmental Agency</b>          | any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange. |
| <b>Holding Lock</b>                 | has the meaning in Section 2 of the Settlement Operating Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Issuer Sponsored Subregister</b> | the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Listing Rules</b>                | the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).                                                                                                                                       |
| <b>Prospectus</b>                   | means the final prospectus issued by the Company and SaleCo lodged with ASIC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Restricted Shares</b>            | <ol style="list-style-type: none"><li>1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus; and</li><li>2 any securities in the Company attaching to or arising out of those Shares.</li></ol>                                                                                                                                                                                                                                                                                   |
| <b>SaleCo</b>                       | Redox Group Limited (ACN 650 345 332).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |



| Term                              | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Security Interest</b>          | <p>an interest or power:</p> <ol style="list-style-type: none"><li>1 reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and</li><li>3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol> |
| <b>Settlement Operating Rules</b> | <p>means the operating rules of ASX Settlement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Share</b>                      | <p>a share in the Company.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Voluntary Escrow Deed</b>      | <p>a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.</p>                                                                                                                                                                                                                                                                                                                                                         |

## 1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- (e) references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- (f) the schedules form part of this deed.



## 2 Escrow

---

### 2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

### 2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
  - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
  - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

### 2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
  - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
  - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

## 2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

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

## 3 Termination

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This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

## 4 Warranties and acknowledgment

---

### 4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

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

### 4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:



- (1) any applicable law, regulation or authorisation;
  - (2) its constitution or other constituent documents; or
  - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

#### 4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

#### 4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

### 5 Consequences of breaching this deed

---

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
  - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
  - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



## 6 Amendment

---

This deed may not be amended without the prior written consent of the parties.

## 7 General

---

### 7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

### 7.2 Counterparts

This deed may be executed in any number of counterparts.

### 7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

### 7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
  - (1) when the sender receives an automated message confirming delivery; or
  - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

### 7.5 Time of Essence

Time is of the essence to this deed.



## Schedule 1

### Details

---

|               |                |                                                                                                                                                                           |
|---------------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item 1</b> | Holder         | Robert Coneliano                                                                                                                                                          |
|               | Holder address | [REDACTED]                                                                                                                                                                |
|               | Holder email   | [REDACTED]                                                                                                                                                                |
| <b>Item 2</b> | Escrow Period  | The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2025 are released to ASX. |

Executed as a deed

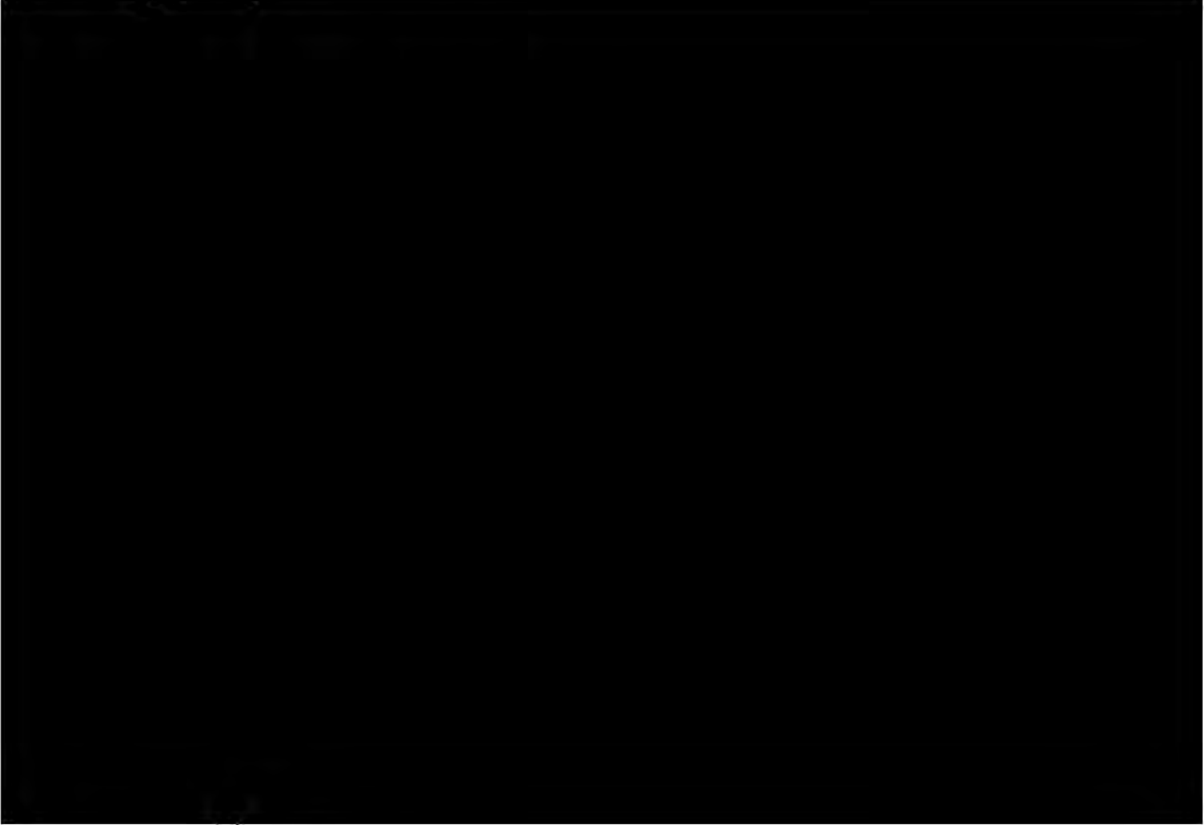
---

**Company**

Signed sealed and delivered by

**Redox Limited**

by



## Voluntary escrow deed

---

Raimond Coneliano

Redox Limited



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## Voluntary escrow deed

---

Date ► 2 May 2023

---

Between the parties

---

|         |                                                     |
|---------|-----------------------------------------------------|
| Company | <b>Redox Limited</b>                                |
|         | ACN 000 762 345 of 3 Swettenham Road Minto NSW 2566 |

---

|        |                   |
|--------|-------------------|
| Holder | Raimond Coneliano |
|        | of [REDACTED]     |

---

This deed witnesses as follows:



## 1 Definitions and interpretation

---

### 1.1 Definitions

The meanings of the terms used in this deed are set out below.

| Term                    | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Allotment Date</b>   | the date Shares are issued and transferred pursuant to the Prospectus.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>ASIC</b>             | means the Australian Securities and Investments Commission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>ASX</b>              | ASX Limited (ACN 008 624 691) or the market it operates as the context requires.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>ASX Settlement</b>   | means ASX Settlement Pty Ltd (ABN 49 008 504 532).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Business Day</b>     | a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Corporations Act</b> | <i>Corporations Act 2001</i> (Cth).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Dealing</b>          | <p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none"><li>• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;</li><li>• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;</li><li>• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or</li><li>• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share.</li></ul> <p>Deal and Dealt each have a corresponding meaning.</p> |

| Term                                | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Dispose</b>                      | has the meaning given to that term in the Listing Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Escrow Period</b>                | the period set out in Item 2 of Schedule 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Governmental Agency</b>          | any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange. |
| <b>Holding Lock</b>                 | has the meaning in Section 2 of the Settlement Operating Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Issuer Sponsored Subregister</b> | the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Listing Rules</b>                | the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).                                                                                                                                       |
| <b>Prospectus</b>                   | means the prospectus to be issued by the Company and SaleCo lodged with ASIC on that date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Restricted Shares</b>            | <ol style="list-style-type: none"> <li>1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus;</li> <li>2 any Shares in the Company transferred to the Holder following the grant of probate in connection with the estate of Silvia Coneliano; and</li> <li>3 any securities in the Company attaching to or arising out of those Shares.</li> </ol>                                                                                                                               |



| Term                              | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SaleCo</b>                     | Redox Group Limited ACN (ACN 650 345 332).                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Security Interest</b>          | <p>an interest or power:</p> <ol style="list-style-type: none"><li>reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and</li><li>any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol> |
| <b>Settlement Operating Rules</b> | means the operating rules of ASX Settlement.                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Share</b>                      | a share in the Company.                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Voluntary Escrow Deed</b>      | a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.                                                                                                                                                                                                                                                                                                                                                          |

## 1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- the singular includes the plural and vice versa;
- a reference to a party includes its successors, personal representatives and transferees;
- words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- the schedules form part of this deed.

## 2 Escrow

---

### 2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

### 2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
  - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
  - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

### 2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
  - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
  - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

## 2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

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

## 3 Termination

---

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

## 4 Warranties and acknowledgment

---

### 4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

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

### 4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:

- (1) any applicable law, regulation or authorisation;
- (2) its constitution or other constituent documents; or
- (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

### 4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

### 4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

## 5 Consequences of breaching this deed

---

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
  - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
  - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



## 6 Amendment

---

This deed may not be amended without the prior written consent of the parties.

## 7 General

---

### 7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

### 7.2 Counterparts

This deed may be executed in any number of counterparts.

### 7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

### 7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
  - (1) when the sender receives an automated message confirming delivery; or
  - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

### 7.5 Time of Essence

Time is of the essence to this deed.



## Schedule 1

### Details

---

|        |                |                                                                                                                                                                           |
|--------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Item 1 | Holder         | Raimond Coneliano                                                                                                                                                         |
|        | Holder address | [REDACTED]                                                                                                                                                                |
|        | Holder email   | [REDACTED]                                                                                                                                                                |
| Item 2 | Escrow Period  | The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2025 are released to ASX. |



## Signing page

Executed as a deed

---

### Company

Signed sealed and delivered by  
**Redox Limited**  
by 





HERBERT  
SMITH  
FREEHILLS

Deed

## Voluntary escrow deed

---

Richard Coneliano

Redox Limited



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## Voluntary escrow deed

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Date ► 2 may 2023

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Between the parties

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|         |                                                     |
|---------|-----------------------------------------------------|
| Company | <b>Redox Limited</b>                                |
|         | ACN 000 762 345 of 3 Swettenham Road Minto NSW 2566 |

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|        |                   |
|--------|-------------------|
| Holder | Richard Coneliano |
|        | of [REDACTED]     |

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This deed witnesses as follows:



## 1 Definitions and interpretation

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### 1.1 Definitions

The meanings of the terms used in this deed are set out below.

| Term             | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Allotment Date   | the date Shares are issued and transferred pursuant to the Prospectus.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| ASIC             | means the Australian Securities and Investments Commission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| ASX              | ASX Limited (ACN 008 624 691) or the market it operates as the context requires.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| ASX Settlement   | means ASX Settlement Pty Ltd (ABN 49 008 504 532).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Business Day     | a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Corporations Act | <i>Corporations Act 2001</i> (Cth).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Dealing          | <p>in respect of any Restricted Share, means to directly or indirectly:</p> <ul style="list-style-type: none"><li>• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;</li><li>• create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;</li><li>• enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or</li><li>• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share.</li></ul> <p>Deal and Dealt each have a corresponding meaning.</p> |



| Term                                | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Dispose</b>                      | has the meaning given to that term in the Listing Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Escrow Period</b>                | the period set out in Item 2 of Schedule 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Governmental Agency</b>          | any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange. |
| <b>Holding Lock</b>                 | has the meaning in Section 2 of the Settlement Operating Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Issuer Sponsored Subregister</b> | the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Listing Rules</b>                | the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).                                                                                                                                       |
| <b>Prospectus</b>                   | means the prospectus to be issued by the Company and SaleCo lodged with ASIC on that date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Restricted Shares</b>            | <ol style="list-style-type: none"><li>1 all of the Shares in the Company held by the Holder on the Allotment Date excluding those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus;</li><li>2 any Shares in the Company transferred to the Holder following the grant of probate in connection with the estate of Silvia Coneliano; and</li><li>3 any securities in the Company attaching to or arising out of those Shares.</li></ol>                                                                                                                                   |

| Term                              | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SaleCo</b>                     | Redox Group Limited ACN (ACN 650 345 332).                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Security Interest</b>          | <p>an interest or power:</p> <ol style="list-style-type: none"> <li>reserved in or over an interest in any securities including, but not limited to, any retention of title;</li> <li>created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and</li> <li>any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li> </ol> |
| <b>Settlement Operating Rules</b> | means the operating rules of ASX Settlement.                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Share</b>                      | a share in the Company.                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Voluntary Escrow Deed</b>      | a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.                                                                                                                                                                                                                                                                                                                                                              |

## 1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- the singular includes the plural and vice versa;
- a reference to a party includes its successors, personal representatives and transferees;
- words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- the schedules form part of this deed.



## 2 Escrow

---

### 2.1 Holder restrictions during Escrow Period

Subject to clause 2.3, the Holder must not Deal in the Restricted Shares during the Escrow Period.

### 2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is only released:
  - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
  - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

### 2.3 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares (as relevant) if the Dealing:

- (a) arises solely as a result of:
  - (1) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
  - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled;
- (b) is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Shares held by it;



- (c) arises solely as a result of a requirement of applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Restricted Shares will no longer be bound by any Holding Lock or restrictions on Dealing; or
- (d) is in connection with the death or incapacity of the Holder, provided that the transferee has agreed to be bound by a deed on substantially the same terms as this deed in respect of the Restricted Securities.

## 2.4 Notice

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Shares has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares during the Escrow Period,

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

## 3 Termination

---

This deed terminates automatically if the Company is not admitted to the official list of the ASX by 20 July 2024.

## 4 Warranties and acknowledgment

---

### 4.1 Giving of warranties

The Holder gives the warranties and representations in clause 4.2 in favour of the Company as at:

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

### 4.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:

- (1) any applicable law, regulation or authorisation;
- (2) its constitution or other constituent documents; or
- (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the issue and allotment of Shares under the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Holder; and
- (h) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company on the Allotment Date (other than those Shares which are to be transferred by the Holder to SaleCo for sale by SaleCo under the Prospectus and as disclosed in the Prospectus).

### 4.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

### 4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

## 5 Consequences of breaching this deed

---

- (a) If the Holder breaches this deed (a **Defaulting Party**), each of the following applies:
  - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
  - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.



## 6 Amendment

---

This deed may not be amended without the prior written consent of the parties.

## 7 General

---

### 7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

### 7.2 Counterparts

This deed may be executed in any number of counterparts.

### 7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

### 7.4 Notices

A notice is taken to be received:

- (a) if sent by post, 6 days after posting (or 10 days after posting if sent from one country to another); or
- (b) If sent by email, the first to occur of:
  - (1) when the sender receives an automated message confirming delivery; or
  - (2) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not yet been delivered or an automated 'out of office' reply,

provided that if a notice is received or taken to be received under this clause 7.4 after 5.00pm in the place of receipt or on a non-Business Day, then it will be taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

### 7.5 Time of Essence

Time is of the essence to this deed.



## Schedule 1

### Details

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|        |                |                                                                                                                                                                           |
|--------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Item 1 | Holder         | Richard Coneliano                                                                                                                                                         |
|        | Holder address | [REDACTED]                                                                                                                                                                |
|        | Holder email   | [REDACTED]                                                                                                                                                                |
| Item 2 | Escrow Period  | The period commencing on the Allotment Date and ending at 4:15pm on the day the results of the Company for the financial year ending on 30 June 2025 are released to ASX. |



HERBERT  
SMITH  
FREEHILLS

## Signing page

Executed as a deed

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### Company

Signed sealed and delivered by  
**Redox Limited**  
by

