

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme SOCO Corporation Ltd (ASX: SOC)

ACN/ARSN 660 362 201

1. Details of substantial holder (1)

Name SOCO Corporation Ltd

ACN/ARSN (if applicable) 660 362 201

There was a change in the interests of the
substantial holder on

1/11/2023

The previous notice was given to the company on

23/12/2022

The previous notice was dated

23/12/2022

2. Previous and present 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 when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully paid ordinary shares	100,000,000	79.2%	137,977,135	80.24%

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
1/11/2023	SOCO Corporation Ltd	Relevant interests arising under section 608(1)(c) of the Corporations Act 2001 (Cth) from voluntary escrow arrangements (Voluntary Restriction Deeds) entered into with the sellers of shares in Axsym Technology Limited (refer ASX announcement dated 24 October 2023). Copies of the Voluntary Restriction Deeds are attached as Annexure A.	N/A	10,714,753 fully paid ordinary shares	10,714,753

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
SOCO Corporation Ltd	Seanrica Pty Ltd as trustee for the Rizzo Family Trust	Seanrica Pty Ltd as trustee for the Rizzo Family Trust	Relevant interests held under section 608(1)(c) of the Corporations Act 2001 (Cth) arising from voluntary escrow arrangements dated 15 November 2022	20,000,000 fully paid ordinary shares	20,000,000
SOCO Corporation Ltd	Rock Family Pty Ltd as trustee for the Rock Family Trust	Rock Family Pty Ltd as trustee for the Rock Family Trust		20,000,000 fully paid ordinary shares	20,000,000
SOCO Corporation Ltd	Beostemis Pty Ltd as trustee for Simovic Family Trust	Beostemis Pty Ltd as trustee for Simovic Family Trust		20,000,000 fully paid ordinary shares	20,000,000
SOCO Corporation Ltd	Castelfrentano Pty Ltd as trustee for the 2Life Family Trust	Castelfrentano Pty Ltd as trustee for the 2Life Family Trust		20,000,000 fully paid ordinary shares	20,000,000
SOCO Corporation Ltd	Ulin Holdings Pty Ltd as trustee for the Raju-Sanderson Family Trust	Ulin Holdings Pty Ltd as trustee for the Raju-Sanderson Family Trust		20,000,000 fully paid ordinary shares	20,000,000

SOCO Corporation Ltd	Huy Jane Pty Ltd as trustee for the Huy Ngo Trust	Huy Jane Pty Ltd as trustee for the Huy Ngo Trust	Relevant interests held under section 608(1)(c) of the Corporations Act 2001 (Cth) arising from voluntary escrow arrangements dated 1 November 2023.	2,544,754 fully paid ordinary shares	2,544,754
SOCO Corporation Ltd	Nam Kristyn Pty Ltd as trustee for the Nam Ngo Trust	Nam Kristyn Pty Ltd as trustee for the Nam Ngo Trust		2,544,754 fully paid ordinary shares	2,544,754
SOCO Corporation Ltd	Jomel Corp Pty Ltd as trustee for the Milsom Family Trust	Jomel Corp Pty Ltd as trustee for the Milsom Family Trust		2,544,754 fully paid ordinary shares	2,544,754
SOCO Corporation Ltd	Adcort Pty Ltd as trustee for the Granquist Family Trust	Adcort Pty Ltd as trustee for the Granquist Family Trust		2,544,754 fully paid ordinary shares	2,544,754
SOCO Corporation Ltd	Hugo and Family Pty Ltd as trustee for the Alexander-Zanetti Family Trust	Hugo and Family Pty Ltd as trustee for the Alexander-Zanetti Family Trust		535,737 fully paid ordinary shares	535,737

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

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

6. Addresses

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

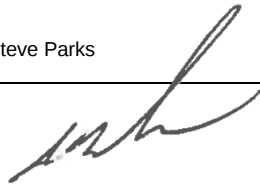
Name	Address
SOCO Corporation Ltd	Level 1, 172 Evans Road, Salisbury, QLD, 4107
Seanrica Pty Ltd	C/- SOCO Corporation Ltd, Level 4, 120 Edward Street, Queensland 4000
Rock Family Pty Ltd	C/- SOCO Corporation Ltd, Level 4, 120 Edward Street, Queensland 4000
Beostemis Pty Ltd	C/- SOCO Corporation Ltd, Level 4, 120 Edward Street, Queensland 4000
Castelfrentano Pty Ltd	C/- SOCO Corporation Ltd, Level 4, 120 Edward Street, Queensland 4000
Ulin Holdings Pty Ltd	C/- SOCO Corporation Ltd, Level 4, 120 Edward Street, Queensland 4000
Huy Jane Pty Ltd	C/- SOCO Corporation Ltd, Level 4, 120 Edward Street, Queensland 4000
Nam Kristyn Pty Ltd	C/- SOCO Corporation Ltd, Level 4, 120 Edward Street, Queensland 4000
Jomel Corp Pty Ltd	C/- SOCO Corporation Ltd, Level 4, 120 Edward Street, Queensland 4000
Adcort Pty Ltd	C/- SOCO Corporation Ltd, Level 4, 120 Edward Street, Queensland 4000
Hugo and Family Pty Ltd	C/- SOCO Corporation Ltd, Level 4, 120 Edward Street, Queensland 4000

Signature

print name Steve Parks

capacity Company Secretary

sign here



date 7 November 2023

DIRECTIONS

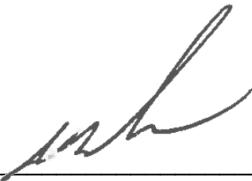
- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially 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 6 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 person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included on 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.
- (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) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Annexure A to Form 604

This is Annexure A of 61 pages (inclusive of this endorsement page) referred to in Form 604 – Notice of initial substantial holder signed by Steve Parks dated 6 November 2023.

This Annexure A contains copies of the following Voluntary Restriction Deeds referred to in the Form 603 –

- Voluntary restriction deed dated 1 November 2023 between SOCO Corporation Ltd and Huy Jane Pty Ltd as trustee for the Huy Ngo Trust (12 pages);
- Voluntary restriction deed dated 1 November 2023 between SOCO Corporation Ltd and Nam Kristyn Pty Ltd as trustee for the Nam Ngo Trust (12 pages);
- Voluntary restriction deed dated 1 November 2023 between SOCO Corporation Ltd and Jomel Corp Pty Ltd as trustee for the Milsom Family Trust (12 pages);
- Voluntary restriction deed dated 1 November 2023 between SOCO Corporation Ltd and Adcort Pty Ltd as trustee for the Granquist Family Trust (12 pages); and
- Voluntary restriction deed dated 1 November 2023 between SOCO Corporation Ltd and Hugo and Family Pty Ltd as trustee for the Alexander-Zanetti Family Trust (12 pages).



Signed

Steve Parks, Company Secretary – SOCO Corporation Ltd

Voluntary restriction deed - HJPL

SOCO Corporation Ltd ACN 660 362 201

The party listed in item 1 of the Schedule

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Voluntary restriction deed

Dated

Parties

Company	SOCO Corporation Ltd ACN 660 362 201 of 207 Logan Road, Woolloongabba, QLD 4102
Holder	The party listed in item 1 of the Schedule of the address listed in item 1 of the Schedule

Background

- A Subject to Completion:
- (i) the Company will issue the Securities to the Holder in accordance with the terms of the Share Sale Deed; and
 - (ii) the Holder will hold the Securities.
- B The Holder has agreed to enter into this document as a condition precedent to Completion under the terms of the Share Sale Deed and for the benefit of the Company.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this document, terms defined in the Listing Rules have the same meanings when used in this document, and:

Term	Definition
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires).
Bidder	has the meaning given to that term in the Corporations Act.
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Completion	has the meaning given to that term in the Share Sale Deed.
Corporations Act	means <i>Corporations Act 2001</i> (Cth).

Term	Definition
Listing Rules	means the Listing Rules of ASX and any other rules of ASX which are applicable while the Company is admitted to the Official List of ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX.
Offer	has the meaning set out in clause 5.1.
Pre-Bid Acceptance Agreement	has the meaning set out in clause 5.1.
Restricted Period	means the period set out in item 2 of the Schedule.
Securities	means the securities held by the Holder set out in item 3 of the Schedule.
Share Sale Deed	means the share sale deed dated 24 October 2023 in respect of the sale of the share capital in Axsym Technology Pty Ltd ABN 66 640 959 191 between the Company, the Holder, and others.
Takeover Bid	has the meaning given to that term in the Corporations Act.

1.2 Interpretation

In this document:

- (a) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (b) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (e) a reference to this document includes the agreement recorded by this document;
- (f) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (g) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (h) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (i) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder's activity during Restricted Period

Subject to clauses 3, 4 and 5, during the Restricted Period the Holder must not:

- (a) sell, transfer, or otherwise dispose of, or agree or offer to sell, transfer or otherwise dispose of, the Securities;
- (b) create, or agree to create, any security interests in the Securities; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Securities.

2.2 Holding lock

If the Securities are kept on an issuer sponsored sub-register, the Holder agrees to the application of a holding lock to the Securities.

3 Takeover Bid

3.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by written notice to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary shares of the Company; and
- (b) holders of at least 50% of the Securities in the bid class that are not subject to escrow have accepted the Takeover Bid.

3.2 Return of holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for holding locks on the Securities to be reapplied.

4 Merger

4.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by written notice to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 Corporations Act.

4.2 Return of holding lock

If the merger by scheme of arrangement is not carried out, the Holder and the Company agree for holding locks on the Securities to be reapplied.

5 Pre-bid Acceptance Agreements

5.1 Entry into Pre-bid Acceptance Agreements

The Holder may enter into, and perform its obligations under, an agreement with a potential Bidder under which the Holder agrees to accept the offer made to it under a Takeover Bid for all of the issued ordinary shares of the Company (**Offer**) within a period of time after the offer period begins (**Pre-Bid Acceptance Agreement**), provided that the Pre-Bid Acceptance Agreement:

- (a) is subject to a condition precedent that the Bidder publicly propose the Offer within five Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) requires the Holder to accept the Offer for all or any part of the Securities no earlier than ten Business Days after the offer period begins; and
- (c) automatically terminates if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a competing Takeover Bid that has been publicly announced, (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and values each Security higher than under any other Takeover Bid that is on offer at the relevant time) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

5.2 Limited release

- (a) Subject to clause 5.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 5.1, the Company must:
 - (i) release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2; and
 - (ii) do all other things necessary in time to permit the Holder to comply with its obligations to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 5.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

6 Warranties

6.1 Holder's warranties

The Holder warrants to the Company that it:

- (a) before the Restricted Period begins, has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) has power to enter into and perform its obligations under this document.

6.2 Breach of warranties

A breach of the warranties in clause 6.1 is a breach of this document.

7 Consequences of breaching this document

7.1 Enforcement

If the Company anticipates that the Holder may breach this document, the Company may take steps necessary to prevent the breach or to enforce the document.

7.2 Consequences of breach

If the Holder breaches this document, each of the following applies:

- (a) the Company may take the steps necessary against the Holder to enforce the document or to rectify the breach; and
- (b) the Company may (in addition to other rights and remedies of the Company), refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Securities unless prohibited from doing so by the Listing Rules.

8 General

8.1 Governing law and jurisdiction

- (a) Queensland law governs this document.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.

8.2 Counterparts

This document may be signed in any number of counterparts. All counterparts together make one instrument.

8.3 Amendments

This document may only be amended by written agreement between all parties.

9 Notice

9.1 Method of giving notice

A notice, consent or communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent to that person's address by prepaid mail or by prepaid airmail, if the address is overseas;
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient; or

9.2 When is notice given

A notice, consent or communication given under clause 9.1(a) is given and received on the corresponding day set out in the table below. The time expressed in the table is the local time in the place of receipt.

If a notice is	It is given and received on
Delivered by hand or sent by fax or email	(a) that day, if delivered or sent by 5.00pm on a Business Day; or (b) the next Business Day, in any other case.
Sent by post	(a) three Business Days after posting, if sent within Australia; or (b) seven Business Days after posting, if sent to or from a place outside Australia.

9.3 Address for notices

A person's address, fax number and email address are those set out below, or as the person notifies the sender:

Name	SOCO Corporation Ltd
Attention	Company Secretary
Address	207 Logan Road, Woolloongabba, QLD 4102
Email address	steve.parks@soco.com.au

Name	Huy Jane Pty Ltd ACN 156 631 613 as trustee for the Huy Ngo Trust
Attention	██████
Address	██
Email address	████████████████████

Schedule

Particulars (clause 1)

1	Holder	Huy Jane Pty Ltd ACN 156 631 613 as trustee for the Huy Ngo Trust [REDACTED]
2	Restricted Period (the period during which the Securities are restricted)	(a) 100% of the Securities for the 12-month period commencing from the date on which Completion occurs under the Share Sale Deed. (b) 50% of the Securities for the 24-month period commencing from the date on which Completion occurs under the Share Sale Deed.
3	Particulars of Securities	2,544,754 fully paid ordinary shares in the Company.

Execution

EXECUTED as a deed

Signed sealed and delivered
by SOCO Corporation Ltd ACN 660 362 201 by:

▲ _____
Director

▲ _____
Director

▲ _____
Full name of Director

▲ _____
Full name of Director

EXECUTED by Huy Jane Pty Ltd as trustee for)
the Huy Ngo Trust)
in accordance with section 127(1) of the Corporations)
Act 2001

Signature of Director

Signature of Director

Name of Director
(Please print)

Name of Director
(Please print)

Date

Voluntary restriction deed - NKPL

SOCO Corporation Ltd ACN 660 362 201

The party listed in item 1 of the Schedule

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Voluntary restriction deed

Dated

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Company	SOCO Corporation Ltd ACN 660 362 201 of 207 Logan Road, Woolloongabba, QLD 4102
Holder	The party listed in item 1 of the Schedule of the address listed in item 1 of the Schedule

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- (i) the Company will issue the Securities to the Holder in accordance with the terms of the Share Sale Deed; and
 - (ii) the Holder will hold the Securities.
- B The Holder has agreed to enter into this document as a condition precedent to Completion under the terms of the Share Sale Deed and for the benefit of the Company.

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Completion	has the meaning given to that term in the Share Sale Deed.
Corporations Act	means <i>Corporations Act 2001</i> (Cth).

Term	Definition
Listing Rules	means the Listing Rules of ASX and any other rules of ASX which are applicable while the Company is admitted to the Official List of ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX.
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Pre-Bid Acceptance Agreement	has the meaning set out in clause 5.1.
Restricted Period	means the period set out in item 2 of the Schedule.
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Takeover Bid	has the meaning given to that term in the Corporations Act.

1.2 Interpretation

In this document:

- (a) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (b) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (e) a reference to this document includes the agreement recorded by this document;
- (f) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (g) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (h) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (i) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder's activity during Restricted Period

Subject to clauses 3, 4 and 5, during the Restricted Period the Holder must not:

- (a) sell, transfer, or otherwise dispose of, or agree or offer to sell, transfer or otherwise dispose of, the Securities;
- (b) create, or agree to create, any security interests in the Securities; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Securities.

2.2 Holding lock

If the Securities are kept on an issuer sponsored sub-register, the Holder agrees to the application of a holding lock to the Securities.

3 Takeover Bid

3.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by written notice to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary shares of the Company; and
- (b) holders of at least 50% of the Securities in the bid class that are not subject to escrow have accepted the Takeover Bid.

3.2 Return of holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for holding locks on the Securities to be reapplied.

4 Merger

4.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by written notice to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 Corporations Act.

4.2 Return of holding lock

If the merger by scheme of arrangement is not carried out, the Holder and the Company agree for holding locks on the Securities to be reapplied.

5 Pre-bid Acceptance Agreements

5.1 Entry into Pre-bid Acceptance Agreements

The Holder may enter into, and perform its obligations under, an agreement with a potential Bidder under which the Holder agrees to accept the offer made to it under a Takeover Bid for all of the issued ordinary shares of the Company (**Offer**) within a period of time after the offer period begins (**Pre-Bid Acceptance Agreement**), provided that the Pre-Bid Acceptance Agreement:

- (a) is subject to a condition precedent that the Bidder publicly propose the Offer within five Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) requires the Holder to accept the Offer for all or any part of the Securities no earlier than ten Business Days after the offer period begins; and
- (c) automatically terminates if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a competing Takeover Bid that has been publicly announced, (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and values each Security higher than under any other Takeover Bid that is on offer at the relevant time) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

5.2 Limited release

- (a) Subject to clause 5.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 5.1, the Company must:
 - (i) release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2; and
 - (ii) do all other things necessary in time to permit the Holder to comply with its obligations to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 5.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

6 Warranties

6.1 Holder's warranties

The Holder warrants to the Company that it:

- (a) before the Restricted Period begins, has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) has power to enter into and perform its obligations under this document.

6.2 Breach of warranties

A breach of the warranties in clause 6.1 is a breach of this document.

7 Consequences of breaching this document

7.1 Enforcement

If the Company anticipates that the Holder may breach this document, the Company may take steps necessary to prevent the breach or to enforce the document.

7.2 Consequences of breach

If the Holder breaches this document, each of the following applies:

- (a) the Company may take the steps necessary against the Holder to enforce the document or to rectify the breach; and
- (b) the Company may (in addition to other rights and remedies of the Company), refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Securities unless prohibited from doing so by the Listing Rules.

8 General

8.1 Governing law and jurisdiction

- (a) Queensland law governs this document.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.

8.2 Counterparts

This document may be signed in any number of counterparts. All counterparts together make one instrument.

8.3 Amendments

This document may only be amended by written agreement between all parties.

9 Notice

9.1 Method of giving notice

A notice, consent or communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent to that person's address by prepaid mail or by prepaid airmail, if the address is overseas;
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient; or

9.2 When is notice given

A notice, consent or communication given under clause 9.1(a) is given and received on the corresponding day set out in the table below. The time expressed in the table is the local time in the place of receipt.

If a notice is	It is given and received on
Delivered by hand or sent by fax or email	(a) that day, if delivered or sent by 5.00pm on a Business Day; or (b) the next Business Day, in any other case.
Sent by post	(a) three Business Days after posting, if sent within Australia; or (b) seven Business Days after posting, if sent to or from a place outside Australia.

9.3 Address for notices

A person's address, fax number and email address are those set out below, or as the person notifies the sender:

Name	SOCO Corporation Ltd
Attention	Company Secretary
Address	207 Logan Road, Woolloongabba, QLD 4102
Email address	steve.parks@soco.com.au

Name	Nam Kristyn Pty Ltd ACN 156 631 622 as trustee for the Nam Ngo Trust
Attention	██████████
Address	██
Email address	██████████

Schedule

Particulars (clause 1)

1	Holder	Nam Kristyn Pty Ltd ACN 156 631 622 as trustee for the Nam Ngo Trust [REDACTED]
2	Restricted Period (the period during which the Securities are restricted)	(a) 100% of the Securities for the 12-month period commencing from the date on which Completion occurs under the Share Sale Deed. (b) 50% of the Securities for the 24-month period commencing from the date on which Completion occurs under the Share Sale Deed.
3	Particulars of Securities	2,544,754 fully paid ordinary shares in the Company.

Execution

EXECUTED as a deed

Signed sealed and delivered
by SOCO Corporation Ltd ACN 660 362 201 by:

▲ _____
Director

▲ _____
Director

▲ _____
Full name of Director

▲ _____
Full name of Director

EXECUTED by Nam Kristyn Pty Ltd as trustee)
for the Nam Ngo Trust)
in accordance with section 127(1) of the Corporations)
Act 2001

Signature of Director

Signature of Director

Name of Director
(Please print)

Name of Director
(Please print)

Date

Voluntary restriction deed - JCPL

SOCO Corporation Ltd ACN 660 362 201

The party listed in item 1 of the Schedule

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Voluntary restriction deed

Dated

Parties

Company **SOCO Corporation Ltd ACN 660 362 201**
of 207 Logan Road, Woolloongabba, QLD 4102

Holder **The party listed in item 1 of the Schedule**
of the address listed in item 1 of the Schedule

Background

- A Subject to Completion:
- (i) the Company will issue the Securities to the Holder in accordance with the terms of the Share Sale Deed; and
 - (ii) the Holder will hold the Securities.
- B The Holder has agreed to enter into this document as a condition precedent to Completion under the terms of the Share Sale Deed and for the benefit of the Company.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this document, terms defined in the Listing Rules have the same meanings when used in this document, and:

Term	Definition
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires).
Bidder	has the meaning given to that term in the Corporations Act.
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Completion	has the meaning given to that term in the Share Sale Deed.
Corporations Act	means <i>Corporations Act 2001</i> (Cth).

Term	Definition
Listing Rules	means the Listing Rules of ASX and any other rules of ASX which are applicable while the Company is admitted to the Official List of ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX.
Offer	has the meaning set out in clause 5.1.
Pre-Bid Acceptance Agreement	has the meaning set out in clause 5.1.
Restricted Period	means the period set out in item 2 of the Schedule.
Securities	means the securities held by the Holder set out in item 3 of the Schedule.
Share Sale Deed	means the share sale deed dated 24 October 2023 in respect of the sale of the share capital in Axsym Technology Pty Ltd ABN 66 640 959 191 between the Company, the Holder, and others.
Takeover Bid	has the meaning given to that term in the Corporations Act.

1.2 Interpretation

In this document:

- (a) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (b) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (e) a reference to this document includes the agreement recorded by this document;
- (f) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (g) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (h) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (i) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder's activity during Restricted Period

Subject to clauses 3, 4 and 5, during the Restricted Period the Holder must not:

- (a) sell, transfer, or otherwise dispose of, or agree or offer to sell, transfer or otherwise dispose of, the Securities;
- (b) create, or agree to create, any security interests in the Securities; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Securities.

2.2 Holding lock

If the Securities are kept on an issuer sponsored sub-register, the Holder agrees to the application of a holding lock to the Securities.

3 Takeover Bid

3.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by written notice to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary shares of the Company; and
- (b) holders of at least 50% of the Securities in the bid class that are not subject to escrow have accepted the Takeover Bid.

3.2 Return of holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for holding locks on the Securities to be reapplied.

4 Merger

4.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by written notice to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 Corporations Act.

4.2 Return of holding lock

If the merger by scheme of arrangement is not carried out, the Holder and the Company agree for holding locks on the Securities to be reapplied.

5 Pre-bid Acceptance Agreements

5.1 Entry into Pre-bid Acceptance Agreements

The Holder may enter into, and perform its obligations under, an agreement with a potential Bidder under which the Holder agrees to accept the offer made to it under a Takeover Bid for all of the issued ordinary shares of the Company (**Offer**) within a period of time after the offer period begins (**Pre-Bid Acceptance Agreement**), provided that the Pre-Bid Acceptance Agreement:

- (a) is subject to a condition precedent that the Bidder publicly propose the Offer within five Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) requires the Holder to accept the Offer for all or any part of the Securities no earlier than ten Business Days after the offer period begins; and
- (c) automatically terminates if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a competing Takeover Bid that has been publicly announced, (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and values each Security higher than under any other Takeover Bid that is on offer at the relevant time) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

5.2 Limited release

- (a) Subject to clause 5.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 5.1, the Company must:
 - (i) release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2; and
 - (ii) do all other things necessary in time to permit the Holder to comply with its obligations to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 5.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

6 Warranties

6.1 Holder's warranties

The Holder warrants to the Company that it:

- (a) before the Restricted Period begins, has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) has power to enter into and perform its obligations under this document.

6.2 Breach of warranties

A breach of the warranties in clause 6.1 is a breach of this document.

7 Consequences of breaching this document

7.1 Enforcement

If the Company anticipates that the Holder may breach this document, the Company may take steps necessary to prevent the breach or to enforce the document.

7.2 Consequences of breach

If the Holder breaches this document, each of the following applies:

- (a) the Company may take the steps necessary against the Holder to enforce the document or to rectify the breach; and
- (b) the Company may (in addition to other rights and remedies of the Company), refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Securities unless prohibited from doing so by the Listing Rules.

8 General

8.1 Governing law and jurisdiction

- (a) Queensland law governs this document.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.

8.2 Counterparts

This document may be signed in any number of counterparts. All counterparts together make one instrument.

8.3 Amendments

This document may only be amended by written agreement between all parties.

9 Notice

9.1 Method of giving notice

A notice, consent or communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent to that person's address by prepaid mail or by prepaid airmail, if the address is overseas;
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient; or

9.2 When is notice given

A notice, consent or communication given under clause 9.1(a) is given and received on the corresponding day set out in the table below. The time expressed in the table is the local time in the place of receipt.

If a notice is	It is given and received on
Delivered by hand or sent by fax or email	(a) that day, if delivered or sent by 5.00pm on a Business Day; or (b) the next Business Day, in any other case.
Sent by post	(a) three Business Days after posting, if sent within Australia; or (b) seven Business Days after posting, if sent to or from a place outside Australia.

9.3 Address for notices

A person's address, fax number and email address are those set out below, or as the person notifies the sender:

Name	SOCO Corporation Ltd
Attention	Company Secretary
Address	207 Logan Road, Woolloongabba, QLD 4102
Email address	steve.parks@soco.com.au

Name	Jomel Corp Pty Ltd as trustee can 640 561 959 for the Milsom Family Trust
Attention	██████
Address	████████████████████
Email address	██████████

Schedule

Particulars (clause 1)

1	Holder	Jomel Corp Pty Ltd ACN 640 561 959 as trustee for the Milsom Family Trust [REDACTED]
2	Restricted Period (the period during which the Securities are restricted)	(a) 100% of the Securities for the 12-month period commencing from the date on which Completion occurs under the Share Sale Deed. (b) 50% of the Securities for the 24-month period commencing from the date on which Completion occurs under the Share Sale Deed.
3	Particulars of Securities	2,544,754 fully paid ordinary shares in the Company.

Execution

EXECUTED as a deed

Signed sealed and delivered
by SOCO Corporation Ltd ACN 660 362 201 by:

▲ _____
Director

▲ _____
Director

▲ _____
Full name of Director

▲ _____
Full name of Director

EXECUTED by Jomel Corp Pty Ltd as trustee)
for the Milsom Family Trust)
in accordance with section 127(1) of the Corporations)
Act 2001

Signature of Sole Director/Secretary

Date

Name of Sole Director/Secretary
(Please print)

Voluntary restriction deed - APL

SOCO Corporation Ltd ACN 660 362 201

The party listed in item 1 of the Schedule

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Voluntary restriction deed

Dated

Parties

Company	SOCO Corporation Ltd ACN 660 362 201 of 207 Logan Road, Woolloongabba, QLD 4102
Holder	The party listed in item 1 of the Schedule of the address listed in item 1 of the Schedule

Background

- A Subject to Completion:
- (i) the Company will issue the Securities to the Holder in accordance with the terms of the Share Sale Deed; and
 - (ii) the Holder will hold the Securities.
- B The Holder has agreed to enter into this document as a condition precedent to Completion under the terms of the Share Sale Deed and for the benefit of the Company.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this document, terms defined in the Listing Rules have the same meanings when used in this document, and:

Term	Definition
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires).
Bidder	has the meaning given to that term in the Corporations Act.
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Completion	has the meaning given to that term in the Share Sale Deed.
Corporations Act	means <i>Corporations Act 2001</i> (Cth).

Term	Definition
Listing Rules	means the Listing Rules of ASX and any other rules of ASX which are applicable while the Company is admitted to the Official List of ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX.
Offer	has the meaning set out in clause 5.1.
Pre-Bid Acceptance Agreement	has the meaning set out in clause 5.1.
Restricted Period	means the period set out in item 2 of the Schedule.
Securities	means the securities held by the Holder set out in item 3 of the Schedule.
Share Sale Deed	means the share sale deed dated 24 October 2023 in respect of the sale of the share capital in Axsym Technology Pty Ltd ABN 66 640 959 191 between the Company, the Holder, and others.
Takeover Bid	has the meaning given to that term in the Corporations Act.

1.2 Interpretation

In this document:

- (a) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (b) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (e) a reference to this document includes the agreement recorded by this document;
- (f) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (g) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (h) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (i) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder's activity during Restricted Period

Subject to clauses 3, 4 and 5, during the Restricted Period the Holder must not:

- (a) sell, transfer, or otherwise dispose of, or agree or offer to sell, transfer or otherwise dispose of, the Securities;
- (b) create, or agree to create, any security interests in the Securities; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Securities.

2.2 Holding lock

If the Securities are kept on an issuer sponsored sub-register, the Holder agrees to the application of a holding lock to the Securities.

3 Takeover Bid

3.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by written notice to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary shares of the Company; and
- (b) holders of at least 50% of the Securities in the bid class that are not subject to escrow have accepted the Takeover Bid.

3.2 Return of holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for holding locks on the Securities to be reapplied.

4 Merger

4.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by written notice to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 Corporations Act.

4.2 Return of holding lock

If the merger by scheme of arrangement is not carried out, the Holder and the Company agree for holding locks on the Securities to be reapplied.

5 Pre-bid Acceptance Agreements

5.1 Entry into Pre-bid Acceptance Agreements

The Holder may enter into, and perform its obligations under, an agreement with a potential Bidder under which the Holder agrees to accept the offer made to it under a Takeover Bid for all of the issued ordinary shares of the Company (**Offer**) within a period of time after the offer period begins (**Pre-Bid Acceptance Agreement**), provided that the Pre-Bid Acceptance Agreement:

- (a) is subject to a condition precedent that the Bidder publicly propose the Offer within five Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) requires the Holder to accept the Offer for all or any part of the Securities no earlier than ten Business Days after the offer period begins; and
- (c) automatically terminates if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a competing Takeover Bid that has been publicly announced, (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and values each Security higher than under any other Takeover Bid that is on offer at the relevant time) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

5.2 Limited release

- (a) Subject to clause 5.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 5.1, the Company must:
 - (i) release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2; and
 - (ii) do all other things necessary in time to permit the Holder to comply with its obligations to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 5.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

6 Warranties

6.1 Holder's warranties

The Holder warrants to the Company that it:

- (a) before the Restricted Period begins, has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) has power to enter into and perform its obligations under this document.

6.2 Breach of warranties

A breach of the warranties in clause 6.1 is a breach of this document.

7 Consequences of breaching this document

7.1 Enforcement

If the Company anticipates that the Holder may breach this document, the Company may take steps necessary to prevent the breach or to enforce the document.

7.2 Consequences of breach

If the Holder breaches this document, each of the following applies:

- (a) the Company may take the steps necessary against the Holder to enforce the document or to rectify the breach; and
- (b) the Company may (in addition to other rights and remedies of the Company), refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Securities unless prohibited from doing so by the Listing Rules.

8 General

8.1 Governing law and jurisdiction

- (a) Queensland law governs this document.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.

8.2 Counterparts

This document may be signed in any number of counterparts. All counterparts together make one instrument.

8.3 Amendments

This document may only be amended by written agreement between all parties.

9 Notice

9.1 Method of giving notice

A notice, consent or communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent to that person's address by prepaid mail or by prepaid airmail, if the address is overseas;
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient; or

9.2 When is notice given

A notice, consent or communication given under clause 9.1(a) is given and received on the corresponding day set out in the table below. The time expressed in the table is the local time in the place of receipt.

If a notice is	It is given and received on
Delivered by hand or sent by fax or email	(a) that day, if delivered or sent by 5.00pm on a Business Day; or (b) the next Business Day, in any other case.
Sent by post	(a) three Business Days after posting, if sent within Australia; or (b) seven Business Days after posting, if sent to or from a place outside Australia.

9.3 Address for notices

A person's address, fax number and email address are those set out below, or as the person notifies the sender:

Name	SOCO Corporation Ltd
Attention	Company Secretary
Address	207 Logan Road, Woolloongabba, QLD 4102
Email address	steve.parks@soco.com.au

Schedule

Particulars (clause 1)

1	Holder	Adcort Pty Ltd ACN 644 560 707 as trustee for the Granquist Family Trust [REDACTED] [REDACTED]
2	Restricted Period (the period during which the Securities are restricted)	(a) 100% of the Securities for the 12-month period commencing from the date on which Completion occurs under the Share Sale Deed. (b) 50% of the Securities for the 24-month period commencing from the date on which Completion occurs under the Share Sale Deed.
3	Particulars of Securities	2,544,754 fully paid ordinary shares in the Company.

Execution

EXECUTED as a deed

Signed sealed and delivered
by SOCO Corporation Ltd ACN 660 362 201 by:

▲ _____
Director

▲ _____
Director

▲ _____
Full name of Director

▲ _____
Full name of Director

**EXECUTED by Adcort Pty Ltd ACN 644 560 707)
as trustee for the Granquist Family Trust)**

in accordance with section 127(1) of the Corporations
Act 2001

Signature of Sole Director/Secretary

Date

Name of Sole Director/Secretary
(Please print)

Voluntary restriction deed - HFPL

SOCO Corporation Ltd ACN 660 362 201

The party listed in item 1 of the Schedule

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Voluntary restriction deed

Dated

Parties

Company	SOCO Corporation Ltd ACN 660 362 201 of 207 Logan Road, Woolloongabba, QLD 4102
Holder	The party listed in item 1 of the Schedule of the address listed in item 1 of the Schedule

Background

- A Subject to Completion:
- (i) the Company will issue the Securities to the Holder in accordance with the terms of the Share Sale Deed; and
 - (ii) the Holder will hold the Securities.
- B The Holder has agreed to enter into this document as a condition precedent to Completion under the terms of the Share Sale Deed and for the benefit of the Company.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this document, terms defined in the Listing Rules have the same meanings when used in this document, and:

Term	Definition
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires).
Bidder	has the meaning given to that term in the Corporations Act.
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Completion	has the meaning given to that term in the Share Sale Deed.
Corporations Act	means <i>Corporations Act 2001</i> (Cth).

Term	Definition
Listing Rules	means the Listing Rules of ASX and any other rules of ASX which are applicable while the Company is admitted to the Official List of ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX.
Offer	has the meaning set out in clause 5.1.
Pre-Bid Acceptance Agreement	has the meaning set out in clause 5.1.
Restricted Period	means the period set out in item 2 of the Schedule.
Securities	means the securities held by the Holder set out in item 3 of the Schedule.
Share Sale Deed	means the share sale deed dated 24 October 2023 in respect of the sale of the share capital in Axsym Technology Pty Ltd ABN 66 640 959 191 between the Company, the Holder, and others.
Takeover Bid	has the meaning given to that term in the Corporations Act.

1.2 Interpretation

In this document:

- (a) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (b) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (e) a reference to this document includes the agreement recorded by this document;
- (f) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (g) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (h) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (i) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder's activity during Restricted Period

Subject to clauses 3, 4 and 5, during the Restricted Period the Holder must not:

- (a) sell, transfer, or otherwise dispose of, or agree or offer to sell, transfer or otherwise dispose of, the Securities;
- (b) create, or agree to create, any security interests in the Securities; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Securities.

2.2 Holding lock

If the Securities are kept on an issuer sponsored sub-register, the Holder agrees to the application of a holding lock to the Securities.

3 Takeover Bid

3.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by written notice to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary shares of the Company; and
- (b) holders of at least 50% of the Securities in the bid class that are not subject to escrow have accepted the Takeover Bid.

3.2 Return of holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for holding locks on the Securities to be reapplied.

4 Merger

4.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by written notice to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 Corporations Act.

4.2 Return of holding lock

If the merger by scheme of arrangement is not carried out, the Holder and the Company agree for holding locks on the Securities to be reapplied.

5 Pre-bid Acceptance Agreements

5.1 Entry into Pre-bid Acceptance Agreements

The Holder may enter into, and perform its obligations under, an agreement with a potential Bidder under which the Holder agrees to accept the offer made to it under a Takeover Bid for all of the issued ordinary shares of the Company (**Offer**) within a period of time after the offer period begins (**Pre-Bid Acceptance Agreement**), provided that the Pre-Bid Acceptance Agreement:

- (a) is subject to a condition precedent that the Bidder publicly propose the Offer within five Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) requires the Holder to accept the Offer for all or any part of the Securities no earlier than ten Business Days after the offer period begins; and
- (c) automatically terminates if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a competing Takeover Bid that has been publicly announced, (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and values each Security higher than under any other Takeover Bid that is on offer at the relevant time) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

5.2 Limited release

- (a) Subject to clause 5.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 5.1, the Company must:
 - (i) release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2; and
 - (ii) do all other things necessary in time to permit the Holder to comply with its obligations to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 5.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

6 Warranties

6.1 Holder's warranties

The Holder warrants to the Company that it:

- (a) before the Restricted Period begins, has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) has power to enter into and perform its obligations under this document.

6.2 Breach of warranties

A breach of the warranties in clause 6.1 is a breach of this document.

7 Consequences of breaching this document

7.1 Enforcement

If the Company anticipates that the Holder may breach this document, the Company may take steps necessary to prevent the breach or to enforce the document.

7.2 Consequences of breach

If the Holder breaches this document, each of the following applies:

- (a) the Company may take the steps necessary against the Holder to enforce the document or to rectify the breach; and
- (b) the Company may (in addition to other rights and remedies of the Company), refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Securities unless prohibited from doing so by the Listing Rules.

8 General

8.1 Governing law and jurisdiction

- (a) Queensland law governs this document.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.

8.2 Counterparts

This document may be signed in any number of counterparts. All counterparts together make one instrument.

8.3 Amendments

This document may only be amended by written agreement between all parties.

9 Notice

9.1 Method of giving notice

A notice, consent or communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent to that person's address by prepaid mail or by prepaid airmail, if the address is overseas;
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient; or

9.2 When is notice given

A notice, consent or communication given under clause 9.1(a) is given and received on the corresponding day set out in the table below. The time expressed in the table is the local time in the place of receipt.

If a notice is	It is given and received on
Delivered by hand or sent by fax or email	(a) that day, if delivered or sent by 5.00pm on a Business Day; or (b) the next Business Day, in any other case.
Sent by post	(a) three Business Days after posting, if sent within Australia; or (b) seven Business Days after posting, if sent to or from a place outside Australia.

9.3 Address for notices

A person's address, fax number and email address are those set out below, or as the person notifies the sender:

Name	SOCO Corporation Ltd
Attention	Company Secretary
Address	207 Logan Road, Woolloongabba, QLD 4102
Email address	steve.parks@soco.com.au

Name	Hugo and Family Pty Ltd ACN 657 554 464 as trustee for the Alexander-Zanetti Family Trust
Attention	██████
Address	██
Email address	██████████

Schedule

Particulars (clause 1)

1	Holder	Hugo and Family Pty Ltd ACN 657 554 464 as trustee for the Alexander-Zanetti Family Trust [REDACTED]
2	Restricted Period (the period during which the Securities are restricted)	(a) 100% of the Securities for the 12-month period commencing from the date on which Completion occurs under the Share Sale Deed. (b) 50% of the Securities for the 24-month period commencing from the date on which Completion occurs under the Share Sale Deed.
3	Particulars of Securities	535,737 fully paid ordinary shares in the Company.

Execution

EXECUTED as a deed

Signed sealed and delivered
by SOCO Corporation Ltd ACN 660 362 201 by:

▲ _____
Director

▲ _____
Director

▲ _____
Full name of Director

▲ _____
Full name of Director

EXECUTED by Hugo and Family Pty Ltd as)
trustee for the Alexander-Zanetti Family Trust)
in accordance with section 127(1) of the Corporations)
Act 2001

Signature of Sole Director/Secretary

Date

Name of Sole Director/Secretary
(Please print)
