

**Form 605**  
Corporations Act 2001  
Section 671B

**Notice of ceasing to be a substantial holder**

To Company Name/Scheme Healius Limited

ACN/ARSN 064 530 516

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

Name Golden Acumen Holdings Limited (**Golden Acumen Holdings**), Jangho Health Care Australia Pty Ltd (**Jangho Health Care**) and each person or entity listed in Annexure A (**Jangho Group**)

ACN/ARSN (if applicable) Not applicable

The holder ceased to be a substantial holder on 07/12/2020  
The previous notice was given to the company on 17/09/2018  
The previous notice was dated 17/09/2018

**2. Changes in relevant interests**

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) 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 (4)	Consideration given in relation to change (5)	Class (6) and number of securities affected	Person's votes affected
7 December 2020	The persons listed in Item 1	Sale of fully paid ordinary shares in Healius Limited ( <b>Shares</b> ) under a Block Trade Agreement with Jarden Australia Pty Limited dated 2 December 2020 attached as Annexure B	A\$3.55 per Share	93,128,981 Shares	93,128,981

**3. Changes in association**

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) 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
Not applicable	Not applicable

**4. Addresses**

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

Name	Address
The persons listed in item 1	No. 5, Niuhui North 5th Street, Shunyi District, Beijing 101300

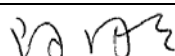
**Signature**

print name Guoqing Tao

capacity

Authorised by the parties named in paragraph 1 of this notice to sign the notice for and on behalf of each of them

sign here



date

8 December 2020

**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 4 of the form.
- (2) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (3) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (4) 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.
- (5) 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.
- (6) The voting shares of a company constitute one class unless divided into separate classes.
- (7) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Healius Limited ACN 064 530 516

Annexure A

This is Annexure A of 3 page referred to in the Form 605 Notice of Ceasing to be a Substantial Shareholder dated 8 December 2020

Signature

print name	Guoqing Tao	capacity	Authorised by the parties named in paragraph 1 of this notice to sign the notice for and on behalf of each of them
sign here		date	8 December 2020

Jangho Group

1. Mr Zai Wang Liu
2. Jangho Group Co., Ltd
3. Beijing Jangho Yuan Controlling Co., Ltd
4. Beijing Jangho Steel Structure Engineering CO., Ltd
5. Shanghai Jangho Curtain Wall System Engineering CO., Ltd
6. Guangzhou Jangho Curtain Wall System Engineering CO., Ltd
7. Dalian Jangho Curtain Wall System Engineering CO., Ltd
8. Chengdu Jangho Curtain Wall System Engineering CO., Ltd
9. Beijing Jangho Innovation and Development Investment Management CO., Ltd
10. Changchun Jangho Curtain Wall Engineering CO., Ltd
11. Beijing Jangho Curtain Wall System Engineering CO., Ltd
12. Beijing Jangho Manufacturing CO., Ltd
13. Beijing Gangyuan Construction and Decoration Engineering CO., Ltd
14. Beijing Gangyuan Curtain Wall CO., Ltd
15. Gangyuan Construction and Decoration Hong Kong CO., Ltd
16. Jangho Curtain Wall Singapore CO., Ltd
17. Jangho Curtain Wall Malaysia CO., Ltd
18. Jangho Curtain Wall (India) CO., Ltd
19. Jangho Curtain Wall Hong Kong CO., Ltd
20. Jangho Curtain Wall Macau CO., Ltd
21. Jangho Curtain Wall Indonesia CO., Ltd
22. Jangho Curtain Wall Chile CO., Ltd
23. Sundart Group CO., Ltd
24. Jangho Healthcare International Holdings Limited
25. Peacemark Enterprises Limited
26. Gloryeld Enterprises Limited
27. Health Capital Enterprises Limited
28. Beijing Sundart Innovation and Construction Decoration Engineering CO., Ltd
29. Sam Leung Design CO., Ltd
30. Eagle Vision Development Limited

31. Reach Glory International Limited (BVI)
32. Advance Finding Investments Limited (BVI)
33. Daxian Group CO., Ltd (HK)
34. Chengdu Jangho Curtain Wall System Engineering CO., Ltd
35. Vision Eye Institute Limited
36. VEI Services Pty Ltd
37. Victorian Optical Suppliers Pty Ltd
38. Macquarie Eye Centre Pty Ltd
39. Sydney Eastern Eye Centre Pty Ltd
40. Vision Group Gold Coast Pty Ltd
41. Total Vision Solutions Pty Ltd
42. Vision Group North QLD Pty Ltd
43. The Eye Institute Pty Ltd
44. Swordfish Nominees Pty Ltd (Central QLD)
45. P H Hughes Pty Ltd (Hurstville NSW)
46. Lee Lenton Medical Pty Ltd
47. The Laservision Centre Pty Ltd
48. Crystal Clear Nominees Pty Ltd
49. The Eye Centre Pty Ltd
50. Outlook Day Theatre Pty Ltd
51. Icon Laser (Aust) Pty Ltd
52. J A Noble Pty Ltd
53. Colin C.K. Chan Pty Ltd
54. Retina Specialist Pty Ltd
55. Dr Andre Horak Pty Ltd
56. Dr Ed Boets Pty Ltd
57. Mackay Eye Centre Pty Ltd
58. Dr L Levitz Pty Ltd
59. VEI Wholesale Pty Ltd
60. Reach Glory International Limited(BVI)
61. Advance Finding Investments Limited (BVI)
62. Elite Tech Holdings Limited
63. Chengdu Jangho Industrial Co., Ltd
64. Glory Spring Investments Limited(BVI)
65. Sundart Products Limited(BVI)
66. Sundart Investments Limited
67. Easy Glory Holdings Limited (BVI)
68. Sundart Project Management & Consultancy Limited
69. Kin Shing (Leung's) General Contractors Limited
70. Sundart International Supply (Macau) Limited
71. Sundart Living Limited

72. Dongguan Sundart Home Furnishing Co., Limited
73. Sundart International Supply Limited
74. Sundart Engineering (Far East) Limited
75. Grace United Development Limited
76. Elite Base Engineering Limited
77. Sundart Timber Products Company Limited
78. Sundart Engineering Services (Macau) Limited
79. Sundart APG Co-operation
80. Sundart Engineering & Contacting (Dalian) Limited
81. Beijing Gangyuan Architectural Decoration Design & Research Institute Co., Ltd
82. Beijing Gangyuan Tianyu Architectural Decoration Engineering Co., Ltd
83. Beijing Gangyuan Haiyu Architectural Decoration Engineering Co., Ltd
84. Dalian Gangyuan Pengyu Architectural Decoration Engineering Co., Ltd
85. Liaoning Gangyuan Kunyu Architectural Decoration Engineering Co., Ltd
86. Beijing Guomen Gangyuan Xieting Real Estate Development Co., Ltd
87. Steve Leung & Yoo Limited
88. Steve Leung Architects Limited
89. Steve Leung Hotels Design Limited
90. Steve Leung International Limited
91. Steve Leung Living Art Co., Ltd
92. Everyday Living Limited
93. Everyday Living (Guangzhou) Trading Co., Ltd
94. Steve Leung Interior Design (Beijing) Co., Ltd
95. Steve Leung Design Consulting Shenzhen Co., Ltd
96. SLD Holdings Limited(BVI)
97. SLH Holdings Limited(BVI)
98. SLA Holdings Limited(BVI)
99. SLX Holdings Limited(BVI)

Healius Limited ACN 064 530 516

Annexure B

This is Annexure B of 17 page referred to in the Form 605 Notice of Ceasing to be a Substantial Shareholder dated 8 December 2020

Signature

print name	Guoqing Tao	capacity	Authorised by the parties named in paragraph 1 of this notice to sign the notice for and on behalf of each of them
sign here		date	8 December 2020



2 December 2020

Jangho Health Care Australia Pty Ltd  
and  
Golden Acumen Holdings Limited

C/- Addsum Accountants  
Suite 1, Level 4  
350 Collins Street  
Melbourne VIC 3000

Jarden Australia Pty Limited  
ABN 33 608 611 687  
AFSL 485351  
Level 24, 60 Martin Place  
Sydney NSW 2000  
Australia

## COMMERCIAL-IN-CONFIDENCE

### Sale of Securities in Healius Limited (ACN 064 530 516; ASX:HLS)

#### 1. Introduction

##### 1.1 Engagement of Lead Manager

This agreement sets out the terms and conditions upon which the Vendors listed in Schedule 1 (each a Vendor and together the Vendors) engage Jarden Australia Pty Limited (ABN 33 608 611 687) (**Lead Manager**) to procure purchasers for, or failing which, to purchase, through Jarden Partners Limited (NZBN 9429034194973) (**JPL**), existing fully paid ordinary shares in Healius Limited (ACN 064 530 516; ASX:HLS) (**Company**) held by the Vendors (as set out in Schedule 1) (**Sale Securities**) (**Sale**) and the Lead Manager agrees to manage the sale of the Sale Securities and, through JPL, to underwrite the Sale in accordance with the terms of this agreement.

##### 1.2 Joint activities

The Vendors and the Lead Manager have come together under this agreement for the sale of the Sale Securities. The Vendors and the Lead Manager will jointly and cooperatively work together as required for the purposes of and as is reasonably necessary for the Sale, including without limitation determination of the Sale Price (as defined below), determination of eligibility to participate in the bookbuild process under the Sale, the process of allocating Sale Securities to investors under the Sale and the restrictions on making offers of Sale Securities or solicitation in respect of the Sale outside of Australia.

#### 2. Sale of securities

##### 2.1 Sale

The Vendors agree to sell the Sale Securities and the Lead Manager, either itself or through JPL, agrees to:

- (a) manage the sale of the Sale Securities by procuring purchasers for the Sale Securities at the price of A\$3.55 per Sale Security (**Sale Price**). Purchasers may include the Lead Manager's Related Bodies Corporate (as defined below) and Affiliates; and
- (b) in respect of JPL only, to underwrite and guarantee the sale of the Sale Securities by purchasing at the Sale Price per Sale Security the Sale Securities which have not been purchased by third party purchasers (or the Lead Manager's Related Bodies Corporate or Affiliates) in accordance with clause

2.1(a) as at 9.45am on the Trade Date specified in the Timetable in Schedule 2 (or such other time as the parties agree in writing) (**Balance Securities**),

in accordance with the terms of this agreement.

## 2.2 Principal Securities

Despite anything else in this agreement, the number of Sale Securities which must be purchased by JPL under the terms of this agreement (**Principal Securities**) will be the lesser of:

- (a) the Balance Securities; and
- (b) the maximum number of Sale Securities that can be sold to JPL without:
  - (i) notification by JPL or any of its Affiliates and non-objection from the Treasurer of Australia under section 26 of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) (**FATA**); or
  - (ii) breach by JPL or any of its associates of section 606 of the *Corporations Act 2001* (Cth) (**Corporations Act**).

The Lead Manager warrants that the information on which it calculates the number of Principal Securities in accordance with this clause will, at the time of calculation, be accurate. If the number of Principal Securities is less than the number of Balance Securities, such difference to be referred to in this agreement as the **Restricted Securities**, the Vendors agree to retain any Restricted Securities, subject to the terms of this agreement. The Lead Manager shall advise the Vendors of the number of Restricted Securities.

For the purposes of this agreement, "**Related Bodies Corporate**" has the meaning given in the Corporations Act.

## 2.3 Restricted Securities

- (a) (**Advance Amount**) Subject to clause 7, by 3:00pm on the Settlement Date (as defined in clause 2.4, the Lead Manager must advance to the Vendors an amount equal to the number of Restricted Securities (if any) multiplied by the Sale Price (**Advance Amount**). No interest will be payable on the Advance Amount. The Vendors must only repay the Advance Amount from and to the extent that the Vendors receive the proceeds of sale of the Restricted Securities. The outstanding Advance Amount will not be repayable in any circumstances in respect of Restricted Securities not sold by the End Date (as defined in clause 2.3(c) below) and the agency provided for in clause 2.3(c) will terminate at that time or at such earlier time when all Restricted Securities have been sold.
- (b) (**Repayment**) The Lead Manager will automatically apply any proceeds of sale of the Restricted Securities as agent against repayment of the Advance Amount by the Vendors, immediately upon receipt of those proceeds.
- (c) (**Restricted Securities**) If there are Restricted Securities, then the Lead Manager will sell, as agent for the Vendors, in the ordinary course of the Lead Manager's business, the Restricted Securities by the date that is 30 Business Days after the date of this agreement (**End Date**). The Vendors must comply with directions of the Lead Manager to transfer Restricted Securities in order to settle any such sale, provided that all sales must be effected by 7.00pm on the End Date.
- (d) (**Execution of sale of Restricted Securities**) The Lead Manager agrees that the sale of the Restricted Securities will be effected by way of one or more special crossings in accordance with the relevant ASIC Market Integrity Rules, the ASX Operating Rules and the ASX Settlement Operating Rules, and/or by way of one or more regular brokered transactions on the ASX on the condition that neither it, nor any person acting on its behalf, knows, or has reason to know, that the sale has been pre-arranged with, or that the purchaser is, a person in the United States. Settlement of Restricted Securities sold in this manner will occur on a T + 2 basis,



whichever is the typical settlement cycle for ASX ordinary course trading at the time of sale (where T represents the date on which the relevant share was sold).

- (e) **(Payment for Restricted Securities)** The Lead Manager must pay the Vendors for any shortfall between the actual price received for each Restricted Security sold (if any) as agent and the Sale Price in accordance with clause 2.3(c). Any such amount is to be paid to the Vendors on settlement in accordance with clause 2.3(d).
- (f) **(Interest in Restricted Securities)** The parties acknowledge that the Lead Manager does not acquire any interest in the Restricted Securities (if any) or any rights in them (by way of security or otherwise) in respect of them except as agent for the sale of those shares.

#### 2.4 Sale and Settlement Date

The Lead Manager shall procure that the sale of the Sale Securities (other than of Restricted Securities) under clause 2.1 shall be effected on the Trade Date (as specified in the Timetable in Schedule 2), by way of one or more special crossings (in accordance with the relevant ASIC Market Integrity Rules and the ASX Operating Rules) at the Sale Price, with settlement to follow on a T+2 basis in accordance with the ASX Operating Rules and the ASX Settlement Operating Rules (**Settlement Date**).

#### 2.5 Sale Securities

Subject to clauses 7 and 2.3, by 3.00pm on the Settlement Date, the Lead Manager shall arrange for the payment to each Vendor, or as each Vendor directs, of an amount equal to:

- (a) the Sale Price multiplied by the number of Sale Securities being sold by that Vendor (excluding the number of Restricted Securities retained by the Vendors in accordance with clause 2.2); less
- (b) the Vendor's Respective Proportion (as defined below) of any fees payable under clause 3,

by transfer to such bank account(s) as may be notified by the Vendor for value (in cleared funds) against delivery of the Sale Securities (excluding the number of Restricted Securities retained by the Vendors in accordance with clause 2.2) being sold by the relevant Vendor. For the purposes of this agreement, the "**Respective Proportion**" for each Vendor is as set out in Schedule 1.

#### 2.5 Timetable

The Lead Manager must conduct the Sale in accordance with the Timetable set out in Schedule 2 (unless the Vendors consent in writing to a variation).

#### 2.6 Account Opening

On the date of this agreement, the Lead Manager or its nominated Affiliate will (where relevant) open an account in the names of the Vendors in accordance with its usual practice, and do all such things necessary to enable it to act as Lead Manager to sell the Sale Securities in accordance with this agreement.

#### 2.7 Manner of Sale

- (a) Exempt investors. The Lead Manager will conduct the Sale by way of an offer only to persons:
  - (i) if in Australia, who do not need disclosure under Part 6D.2 or Part 7.9 of the Corporations Act 2001 (Cth) (**Corporations Act**); and
  - (ii) if outside Australia, to whom offers for sale of securities may lawfully be made without requiring the preparation, delivery, lodgement or filing of any prospectus or other disclosure document or any other lodgement, registration or filing with, or approval by, a government agency (other than any such requirement with which the Vendors, in their sole and absolute discretion, are willing to comply), as determined by the Lead Manager in consultation with the Vendors.

The Lead Manager will ensure that any persons that purchase the Sale Securities (other than any Restricted Securities sold in regular brokered transactions on the ASX in accordance with clause 2.3(d)) will be required to confirm, including through representations and warranties, among other things:

- (iii) its status as an investor meeting the requirements of this clause 2.7(a); and
  - (iv) its compliance with all relevant laws and regulations (including the takeover and insider trading provisions of the Corporations Act and the *Foreign Acquisitions and Takeovers Act 1975* (Cth)).
- (b) U.S. offer restrictions. For the purposes of U.S. federal securities laws, the parties to this agreement acknowledge and agree as follows:
- (i) the Sale Securities have not been, and will not be, registered under the U.S. Securities Act of 1933 (**U.S. Securities Act**); and
  - (ii) the Sale Securities shall only be offered and sold to persons that are outside the United States (as defined in Rule 902(l) under the U.S. Securities Act) in “offshore transactions” (as defined in Rule 902(h) under the U.S. Securities Act) in compliance with Regulation S under the U.S. Securities Act (**Regulation S**).
- (c) Conduct and methodology. The Lead Manager must conduct the Sale in accordance with the Timetable (set out in Schedule 2) and via a bookbuild process under which third party purchasers will be invited to lodge bids for the Sale Securities at the Sale Price.

### 3. Fees and costs

- (a) In consideration of performing its obligations under this agreement, the Lead Manager and JPL shall be entitled to such fees as the parties agree.
- (b) The parties will each bear their own legal costs (if any) and all their other out-of-pocket expenses (if any) in connection with this agreement and the transactions contemplated by it.

### 4. Representations and Warranties

#### 4.1 Representations and warranties by Vendors

As at the date of this agreement and on each day until and including the Settlement Date, each Vendor represents and warrants to the Lead Manager that each of the following statements is true and accurate:

- (a) (body corporate) it is a body corporate validly existing and duly established under the laws of its place of incorporation;
- (b) (capacity) it has full legal capacity and power to enter into this agreement and to carry out the transactions that this agreement contemplates;
- (c) (authority) it has taken, or will have taken by the time required, all corporate action that is necessary or desirable to authorise its entry into this agreement and its carrying out of the transactions that this agreement contemplates;
- (d) (agreement effective) this agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;
- (e) (ownership, encumbrances) it is the sole legal owner of the Sale Securities and against payment pursuant to this agreement, it will transfer in accordance with clause 2 or procure the transfer of the full legal and beneficial ownership of those Sale Securities free and clear of all liens, charges, security interests, claims, equities and pre-emptive rights, subject to registration of the transferee(s) in the register of shareholders of the Company;

- (f) (information) all information provided by the Vendors to the Lead Manager in relation to the Sale, the Sale Securities and the Company is true and correct in all material respects and not misleading or deceptive in any material respect whether by omission or otherwise;
- (g) (Sale Securities) following sale by it, the Sale Securities will rank equally in all respects with all other outstanding ordinary shares of the Company, including in respect of an entitlement to dividends;
- (h) (quotation) the Sale Securities are quoted on the financial market operated by the ASX;
- (i) (control) the Vendor does not control the Company within the meaning of section 50AA of the Corporations Act;
- (j) (no inside information) at the time of execution of this agreement by the Vendor, other than information relating to the Sale, the Vendor is not in possession of any non-public information or information which is not generally available which, if it were generally available, a reasonable person would expect to have a material effect on the price or value of the Sale Securities or other securities in the Company and the sale of the Sale Securities will not constitute a violation by it of Division 3 of Part 7.10 of the Corporations Act;
- (k) (power to sell) it has the corporate authority and power to sell the Sale Securities under this agreement and no person has a conflicting right, whether contingent or otherwise, to purchase or to be offered for purchase the Sale Securities;
- (l) (breach of law) the Vendors will not, in connection with the Sale of the Sale Securities or the transactions the subject of this agreement, commit, be involved in or acquiesce in any activity which breaches its constitution, the Corporations Act, the *Foreign Acquisitions and Takeovers Act 1975* (Cth) or any other applicable law, the applicable ASX Listing Rules or any applicable legally binding requirement of the Australian Securities and Investments Commission;
- (m) (wholesale client) it is a "wholesale client" within the meaning of section 761G of the Corporations Act;
- (n) (no stabilisation or manipulation) neither the Vendor nor any of its Affiliates has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of the Sale Securities in violation of any applicable law;
- (o) (OFAC) neither the Vendor nor to the best of its knowledge, any director, officer, employee of the Vendor is currently subject to any sanctions administered or enforced by the Office of Foreign Assets Control of the US Department of the Treasury, the United Nations Security Council, Her Majesty's Treasury, the European Union or any of its Member States or the Australian Department of Foreign Affairs, or other relevant sanctions authority (**Sanctions**), or located, organised or resident in a country or territory that is the subject of Sanctions; and the Vendor will not directly or indirectly use the proceeds of the Sale, or lend, contribute or otherwise make available these proceeds to any subsidiary, joint venture partner or other person or entity, to fund or facilitate any activities of any person or entity or in any country or territory that is subject to any Sanctions, or in any other manner that will result in a violation of Sanctions by any person participating in the Sale (whether as a Lead Manager, placing agent, investor, adviser or otherwise);
- (p) (anti-money laundering) the operations of the Vendor are and have been conducted at all times in compliance with all financial record keeping and reporting requirements imposed by law or regulation and in compliance with the money laundering and proceeds of crime statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any government agency (collectively, the **Money Laundering Laws**) to the extent that they apply to the Vendor and no action, suit or proceeding by or before any court or government agency, authority or body or any arbitrator involving the Vendor or any of its Affiliates with respect to the Money Laundering Laws is pending or threatened;

- (q) (no bribery) to the best of its knowledge is materially in compliance with applicable law as relating to bribery and anti-corruption including, but not limited to the United States Foreign Corrupt Practices Act of 1977 if it is applicable; and
- (r) (with respect to U.S. securities law):
  - (i) (foreign private issuer) to the best of the Vendor's knowledge, the Company is a "foreign private issuer" as defined in Rule 405 under the U.S. Securities Act;
  - (ii) (no substantial U.S. market interest) to the best of the Vendor's knowledge, there is no "substantial U.S. market interest" (as defined in Rule 902(j) under the U.S. Securities Act) in the Sale Securities or any security of the same class or series as the Sale Securities; and
  - (iii) (no directed selling efforts) none of the Vendor, any of its Affiliates, or any person acting on behalf of any of them (other than the Lead Manager or its Affiliates or any person acting on behalf of any of them, as to whom it makes no representation) has engaged or will engage in any "directed selling efforts" (as that term is defined in Rule 902(c) under the U.S. Securities Act).

#### 4.2 Representations and warranties of Lead Manager

As at the date of this agreement and on each day until and including the Settlement Date, the Lead Manager represents to each Vendor that each of the following statements is true and accurate.

- (a) (body corporate) It is a body corporate validly existing and duly established and duly incorporated under the laws of its place of incorporation;
- (b) (capacity) it has full legal capacity and power to enter into this agreement and to carry out the transactions that this agreement contemplates;
- (c) (authority) it has taken, or will have taken by the time required, all corporate action that is necessary or desirable to authorise its entry into this agreement and its carrying out of the transactions that this agreement contemplates;
- (d) (licences) it holds all licences, permits and authorities necessary for it to fulfil its obligations under this agreement and has complied with the terms and conditions of the same in all material respects;
- (e) (agreement effective) this agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;
- (f) (no directed selling efforts) none of it, its Affiliates nor any person acting on behalf of any of them has engaged or will engage in any "directed selling efforts" (as that term is defined in Rule 902(c) under the U.S. Securities Act);
- (g) (U.S. offer restrictions) it acknowledges and agrees that the offer and sale of the Sale Securities have not been, and will not be, registered under the U.S. Securities Act and that the Sale Securities may only be offered or sold in "offshore transactions" in accordance with Regulation S; and
- (h) (no stabilisation or manipulation) neither it nor any of its Affiliates has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of any security of the Company to facilitate the sale or resale of the Sale Securities in violation of any applicable law.

#### 4.3 Reliance

Each party giving a representation and warranty acknowledges that the other parties have relied on the above representations and warranties in entering into this agreement and will continue to rely on these

representations and warranties in performing their obligations under this agreement. The above representations and warranties continue in full force and effect notwithstanding completion of this agreement.

#### 4.4 Notification

Each party agrees that it will tell the other parties immediately upon becoming aware of any of the following occurring prior to the completion of the sale of the Sale Securities:

- (a) any material change affecting any of the foregoing representations and warranties; or
- (b) any of the foregoing representations or warranties becoming materially untrue or materially incorrect.

#### 4.5 Disclosure to potential purchasers

The Vendors authorise the Lead Manager to notify potential purchasers of the representations and warranties contained in clause 4.1, and also authorises the Lead Manager to disclose the identity of the Vendors to potential purchasers.

#### 5. Indemnity

- 5.1 Each Vendor agrees with the Lead Manager that it will keep the Lead Manager and its Related Bodies Corporate including JPL, and their respective directors, officers and employees (**Indemnified Parties**) indemnified against any losses, damages, liabilities, costs, claims, actions and demands (**Losses**) to the extent that such Losses are incurred in connection with the Sale or as a result of a breach of this agreement by it, including any breach of any of the above representations or warranties given by it, and will reimburse the Lead Manager for all out of pocket costs, charges and expenses which it may reasonably pay or incur in connection with investigating, disputing or defending any such action, demand or claim for which it is indemnified under this agreement.
- 5.2 The indemnity in clause 5.1 does not extend to and is not to taken as an indemnity against any Losses of an Indemnified Party to the extent any Losses have resulted from:
- (a) any fraud, recklessness, wilful default or gross negligence of the Indemnified Party; or
  - (b) any amount in respect of which the indemnity would be illegal, void or unenforceable under any applicable law.
- 5.3 The Lead Manager shall not and shall procure that any Indemnified Party shall not make any admission of liability or settlement of any proceedings, action, demand or claim in respect of which the Indemnity in clause 5.1 may apply, without the prior written consent of the Vendors (such consent not to be unreasonably withheld or delayed). The Vendors shall not make any admission of liability or settlement of any proceedings, action, demand or claim in respect of which the indemnity in clause 5.1 may apply, without the prior written consent of the Lead Manager (such consent not to be unreasonably withheld or delayed).
- 5.4 The indemnity in clause 5.1 is a continuing obligation, separate and independent from the other obligations of the parties under this agreement and survives termination or completion of this agreement. It is not necessary for the Lead Manager to incur expense or make payment before enforcing that indemnity.
- 5.5 The indemnity in clause 5.1 is granted to the Lead Manager both for itself and on trust for each of the Indemnified Parties.

#### 6. Announcements

The Vendors and the Lead Manager will consult each other in respect of any material public releases by any of them concerning the sale of the Sale Securities. The prior written consent of the Vendors must be obtained

prior to the Lead Manager making any release or announcement or engaging in publicity in relation to the Sale prior to the Settlement Date and such release, announcement or engagement must be in compliance with all applicable laws, including the securities laws of Australia, the United States and any other applicable jurisdiction.

## 7. Event of termination

### 7.1 Right of termination

If, at any time during the Risk Period any of the following events occur, then the Lead Manager may terminate this agreement without cost or liability to itself by giving written notice to the Vendors:

- (a) (ASX actions) ASX does any of the following:
  - (i) announces or makes a statement to any person that the Company will be removed from the official list of ASX or securities in the same class as the Sale Securities will be suspended from quotation;
  - (ii) removes the Company from the official list of ASX; or
  - (iii) suspends the trading of same class of securities as the Sale Securities for any period of time other than any trading halt made in accordance with the Timetable or otherwise with the agreement of the Lead Manager;
- (b) (ASIC inquiry into Sale) ASIC issues or threatens to issue proceedings in relation to the Sale or commences, or threatens to commence any inquiry in relation to the Sale;
- (c) (breach) a Vendor is in default of any of the terms and conditions of this agreement or breaches any representation, warranty or undertaking given or made by it under this agreement;
- (d) (Banking moratorium) a general moratorium on commercial banking activities in Australia, the United States, Singapore, Hong Kong or the United Kingdom is declared by the relevant central banking authority in any of those countries, or there is a material disruption in commercial banking or security settlement or clearance services in any of those countries; or
- (e) (Change in laws) there is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of the Commonwealth of Australia or any State or Territory of Australia a new law, or the Government of Australia, any State or Territory of Australia, or any Minister or other government authority in Australia or any State or Territory of Australia, adopts or announces a proposal to adopt a new policy (other than a law or policy which has been announced before the date of this agreement).

### 7.2 Risk Period

For the purposes of this clause 7, the "**Risk Period**" means the period commencing on the execution of this agreement and ending at the earlier of:

- (a) 9:45am on the Trade Date; and
- (b) the time of the special crossing (or if more than one special crossing, the occurrence of the first special crossing) of the Sale Securities referred to in clause 2.2).

### 7.3 Materiality

No event listed in clause 7.1(c) to (e) entitles the Lead Manager to exercise its termination rights unless, in the bona fide opinion of the Lead Manager, it:

- (a) has, or would reasonably be expected to have, a material adverse effect on:

- (i) the willingness of persons to purchase the Sale Securities; or
  - (ii) the price at which ordinary shares in the Company are sold on the ASX; or
- (b) would reasonably be expected to give rise to a liability of the Lead Manager under the Corporations Act or any other applicable law (but for the avoidance of doubt, a 'liability' does not include any payment obligation from the Lead Manager to the Vendor in relation to the Sale or JPL's obligation to underwrite under this agreement).

#### 7.4 Effect of termination

Where, in accordance with this clause 7, the Lead Manager terminates its obligations under this agreement:

- (a) the obligations of the Lead Manager under this agreement immediately end; and
- (b) any entitlements of the Lead Manager accrued under this agreement, including the right to be indemnified, up to the date of termination survive.

### 8. GST

#### 8.1 GST exclusive

Unless expressly stated otherwise in this agreement, any fees which the parties agree to be payable to the Lead Manager and any other amounts payable to the Lead Manager under this agreement are to be agreed and calculated to be exclusive of GST.

#### 8.2 Reimbursements

If a party is required under this agreement to indemnify another party, or pay or reimburse costs of another party, that party agrees to pay the relevant amount less any input tax credits to which the other party (or to which the representative member for a GST group of which the other party is a member) is entitled.

#### 8.3 Payments

If a payment is calculated by reference to, or as a specified percentage of, another amount or revenue stream, that payment shall be calculated by reference to, or as a specified percentage of, the amount or revenue stream exclusive of GST.

#### 8.4 Tax invoice

If any supply made under this agreement is a taxable supply, the entity making the taxable supply (Supplier) must issue a valid tax invoice to the party providing the consideration for that taxable supply (Recipient). The tax invoice issued by the Supplier must comply with GST law. The GST amount means, in relation to a taxable supply, the amount of GST for which the Supplier is liable in respect of the taxable supply (GST Amount).

#### 8.4 Timing of payment

Subject to receipt of a valid tax invoice, if GST is payable on any supply made under this agreement for which the consideration is not expressly stated to include GST, the Recipient must pay an additional amount on account of the GST Amount in connection with a taxable supply made by the Supplier to the Recipient at the same time that the Recipient must provide the consideration for that taxable supply or the first part of the consideration for the supply (as the case may be) (under the other provisions of this agreement), or if later, within 5 business days of the Recipient receiving a tax invoice for that taxable supply.

#### 8.5 Payment differences

If the GST payable by the Supplier in connection with the taxable supply differs from the GST Amount paid by the Recipient under this clause, the Supplier must repay any excess to the Recipient or the Recipient must pay any deficiency to the Supplier, as appropriate within 5 business days of the Supplier providing the Recipient with a written notification regarding the difference in the GST payable. Where the difference in the GST payable results from an adjustment event, the written document provided by the Supplier under this clause must include an adjustment note as required by the GST law.

#### 8.6 Defined terms

Unless the context otherwise requires, the references to "**GST**" and other terms used in this agreement (except Supplier, Recipient and GST Amount) have the meaning given to those terms by the A New Tax System (Goods and Services Tax) Act 1999 (as amended from time to time). However, any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause.

#### 8.7 References

A reference to something done (including a supply made) by a party includes a reference to something done by any entity through which that party acts.

#### 9. Miscellaneous

##### 9.1 Entire agreement

This agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that matter.

##### 9.2 Governing law

This agreement is governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales, and waives any right to claim that those courts are an inconvenient forum.

##### 9.3 No assignment

No party may assign its rights or obligations under this agreement without the prior written consent of the other parties.

##### 9.4 Notices

Any notice, approval, consent, agreement, waiver or other communication in connection with this agreement must be in writing.

##### 9.5 Affiliates

In this agreement, the term "**Affiliates**" means any person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a person; "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management, policies or activities of a person, whether through the ownership of securities by contract or agency or otherwise and the term "person" is deemed to include a partnership.

##### 9.6 Business Day

In this agreement, "**Business Day**" means a day on which:

- (a) ASX is open for trading in securities; and



(b) banks are open for general banking business in Sydney, Australia.

#### 9.7 Interpretation

In this agreement:

- (a) headings and sub-headings are for convenience only and do not affect interpretation;
- (b) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- (c) a reference to “dollars” and “\$” is to Australian currency;
- (d) a reference to a right or obligation of any 2 or more persons confers that right, or imposes that obligation, severally and not jointly and severally; and
- (e) all references to time are to Sydney, New South Wales, Australia time.

#### 9.8 Severability

Any provision of this agreement which is prohibited or unenforceable in any jurisdiction will be ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

#### 9.9 Waiver and variation

A provision of or right vested under this agreement may not be:

- (a) waived except in writing signed by the party granting the waiver, or
- (b) varied except in writing signed by the parties.

#### 9.10 No merger

The rights and obligations of the parties will not merge on the termination or expiration of this agreement. Any provision of this agreement remaining to be performed or observed by a party, or having effect after the termination of this agreement for whatever reason remains in full force and effect and is binding on that party.

#### 9.11 Counterparts

This agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one agreement.

#### 9.12 Acknowledgement

The parties agree that it is not the intention of the parties to create a fiduciary relationship between the Vendors on one hand and the Lead Manager and JPL on the other hand. Each Vendor acknowledges that:

- (a) the Lead Manager is not obliged to disclose to a Vendor or utilise for the benefit of a Vendor, any non-public information which the Lead Manager and/or its Affiliates including JPL obtains in the normal course of its business where such disclosure or use would result in a breach of any obligation of confidentiality or any internal information wall policies of the Lead Manager;
- (b) without prejudice to any claim a Vendor may have against the Lead Manager, no proceedings may be taken against any director, officer, employee or agent of the Lead Manager and/or its Affiliates including JPL in respect of any claim that a Vendor may have against the Lead Manager and/or its Affiliates including JPL; and

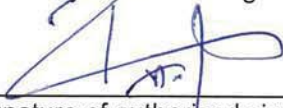
- (c) it is contracting with the Lead Manager and/or its Affiliates including JPL on an arm's length basis to provide the services described in this agreement and the Lead Manager and/or its Affiliates including JPL has not and is not assuming any duties or obligations (fiduciary or otherwise) in respect of it other than those expressly set out in this agreement.

9.13 Relationship between the parties

- (a) The parties have agreed to come together to manage and implement the Sale. In order to give effect to their intention, the Vendors have severally agreed to obligations on the terms of this agreement.
- (b) All rights and obligations of the Vendors under this agreement are joint and several
- (c) The Vendors may consult with each other regarding the exercise of their rights under this agreement and may jointly issue a notice to the Lead Manager.

Yours sincerely,

**Signed for and on behalf of  
Jarden Australia Pty Limited**  
by its duly authorised signatories:



\_\_\_\_\_  
Signature of authorised signatory

ROBERT AZAN VANDERZEEIL

\_\_\_\_\_  
Name of authorised signatory (please print)



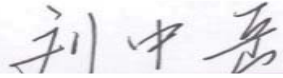
\_\_\_\_\_  
Signature of authorised signatory

SARAH RENNIE

\_\_\_\_\_  
Name of authorised signatory (please print)

**Accepted and agreed to as of the date of this agreement:**

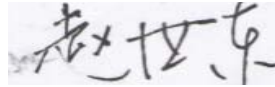
**Signed** for and on behalf of  
**Jangho Health Care Australia Pty Ltd**  
in accordance with section 127 of  
the Corporations Act:



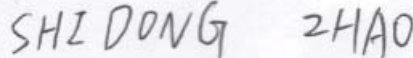
Signature of director



Name of director (please print)

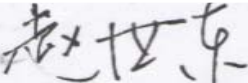


Signature of director

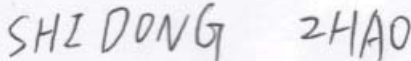


Name of director (please print)

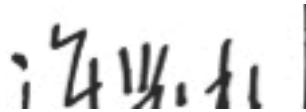
**Signed** for and on behalf of  
**Golden Acumen Holdings Limited**  
by its authorised signatory  
in the presence of:



Signature of witness



Name of witness (please print)



Signature of authorised signatory (I have no  
notice of revocation of the signing  
authorisation under which I sign this  
document)



Name of authorised signatory (please print)

## Schedule 1

### Vendors

Vendor	Address	Sale Securities	Respective Proportion
Jangho Health Care Australia Pty Ltd	C/- Addsum Accountants, Suite 1, Level 4, 350 Collins Street, Melbourne VIC 3000	22,745,316	24.42%
Golden Acumen Holdings Limited	3 <sup>rd</sup> Floor, J&C Building, P.O. Box 933, Road Town, Tortola VG1110, British Virgin Islands	70,383,665	75.58%
<b>Total:</b>		93,128,981	<b>100%</b>

## Schedule 2

### Timetable

Key events	Date
Trade Date (T) (Special crossing/s by)	3 December 2020
Settlement Date (T + 2)	7 December 2020