

**Form 604**  
Corporations Act 2001  
Section 671B

**Notice of change of interests of substantial holder**

To Company Name/Scheme NobleOak Life Limited (Company)

ACN/ARSN 087 648 708

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

Name NobleOak Life Limited

ACN/ARSN (if applicable) 087 648 708

There was a change in the interests of the substantial holder on 25/08/2021  
The previous notice was given to the company on 21/07/2021  
The previous notice was dated 21/07/2021

**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	Voting power (5)
Ordinary shares in the Company	7,165,293	8.5%	8,806,318	10.29%

**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
25 August 2021	NobleOak Life Limited	Restrictions on disposal of shares issued to Auto & General Services Pty Ltd under voluntary escrow arrangements entered into between the Company and Auto & General Services Pty Ltd gives the Company an additional technical "relevant interest" in its own shares under section 608(1)(c) of the <i>Corporations Act 2001</i> (Cth). However, the Company has no right to acquire these shares or to control the voting rights attaching to those shares.	Shares issued by the Company to Auto & General Services Pty Ltd as consideration for the acquisition of administration rights from Auto & General Services Pty Ltd for a run-off portfolio of Budget Direct and Ozicare branded life insurance policies, details of which the Company announced to ASX on 25 August 2021	8,806,318	Following the issue of the 1,641,025 ordinary shares to Auto & General Services Pty Ltd, NobleOak will have a voting power of 10.29% which reflects an increase in voting power of 1.79%.

**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
NobleOak Life Limited	a) Stephen James Harrison b) MSJ Capital Pty Limited ACN 077 115 434 atf the Harrison Super Fund c) Anthony Ross Brown d) Brohok Investment Co Pty Ltd ACN 000 730 530 e) Emery Anthony Fezyeny f) Emery Anthony Fezyeny and Judy Fezyeny atf the Pluvial Super Fund g) Kevin Hamman h) TK Consulting (Aust) Pty Ltd ACN 097 409 286 atf the Hamman Family Trust i) Future Super KH Custodian Pty Ltd ACN 603 308 229 atf the Future Super Fund j) Future Super KH Pty Ltd ACN 161 145 759 atf the Future Super Fund k) KH Investments Pty Limited ACN 161 364 030 atf the KH Development Trust l) Robert Scott Pearson m) Andrew James Boldeman n) Auto & General Services Pty Ltd ACN 003 617 909	a) Stephen James Harrison b) MSJ Capital Pty Limited ACN 077 115 434 atf the Harrison Super Fund c) Anthony Ross Brown d) Brohok Investment Co Pty Ltd ACN 000 730 530 e) Emery Anthony Fezyeny f) Emery Anthony Fezyeny and Judy Fezyeny atf the Pluvial Super Fund g) Kevin Hamman h) TK Consulting (Aust) Pty Ltd ACN 097 409 286 atf the Hamman Family Trust i) Future Super KH Custodian Pty Ltd ACN 603 308 229 atf the Future Super Fund j) Future Super KH Pty Ltd ACN 161 145 759 atf the Future Super Fund k) KH Investments Pty Limited ACN 161 364 030 atf the KH Development Trust l) Robert Scott Pearson m) Andrew James Boldeman n) Auto & General Services Pty Ltd ACN 003 617 909	Restrictions on disposal of shares issued under voluntary escrow arrangements disclosed in the Company's replacement prospectus dated 6 July 2021 and to Auto & General Services Pty Ltd as disclosed to the market on 25 August 2021, gives the Company a technical "relevant interest" in its own shares under section 608(1)(c) of the <i>Corporations Act 2001</i> (Cth). However, the Company has no right to acquire these shares or to control the voting rights attaching to those shares.	8,806,318	10.29%

## 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
NobleOak Life Limited	Level 7, 66 Clarence Street, Sydney, NSW, 2000
Stephen James Harrison	40 Calypso Avenue, Mosman, NSW, 2088
M S J Capital Pty. Limited ACN 077 115 434 atf the Harrison Super Fund	40 Calypso Avenue, Mosman, NSW, 2088
Anthony Ross Brown	107 The Bulwark, Castlecrag, NSW, 2068
Brohok Investment Co Pty Ltd ACN 000 730 530	23 Rosemeadow Drive, Cabarita, NSW 2137
Emery Anthony Fezyeny	Unit 1, 30 Dalley Avenue, Vacluse, NSW, 2030
Emery Anthony Fezyeny and Judy Fezyeny atf the Pluvial Super Fund	Unit 1, 30 Dalley Avenue, Vacluse, NSW, 2030
Kevin Hamman	Unit 24, 122-124 Bower Street, Manly, NSW, 2095
TK Consulting (Aust) Pty Ltd ACN 097 409 286 atf the Hamman Family Trust	Newcombe & Co Pty Ltd Suite 202, 118 Great North Road, Five Dock, NSW 2046
Future Super KH Custodian Pty Ltd ACN 603 308 229 atf the Future Super Fund	Newcombe & Co Pty Ltd Suite 202, 118 Great North Road, Five Dock, NSW 2046
Future Super KH Pty Ltd ACN 161 145 759 atf the Future Super Fund	Newcombe & Co Pty Ltd Suite 202, 118 Great North Road, Five Dock, NSW 2046
KH Investments Pty Limited ACN 161 364 030 atf the KH Development Trust	Newcombe & Co Pty Ltd Suite 202, 118 Great North Road, Five Dock, NSW 2046
Robert Scott Pearson	14 Salerno Place, St Ives Chase, NSW, 2075
Andrew James Boldeman	31 Telegraph Road, Pymble, NSW, 2073
Auto & General Services Pty Ltd	Level 13, 9 Sherwood Road, Toowong, Queensland

## Signature

print name Charisse Nortje

capacity Secretary of the Company

sign here



date 07/09/2021

### 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.

**NobleOak Life Limited (ACN 087 648 708)**

**Annexure A**

This is Annexure A of 13 pages referred to in Form 604 – Notice of change of interests of substantial holder.

Signed



Name: Charisse Nortje  
Capacity: Company Secretary  
Date: 07/09/2021

# Voluntary escrow deed

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NobleOak Life Limited  
Innovation Holdings Australia Pty Ltd

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# Voluntary escrow deed

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# Details

Date 25 August 2021

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## Parties

Name **NobleOak Life Limited**  
ACN 087 648 708  
Short form name **Company**  
Notice details Level 7, 66 Clarence Street, Sydney NSW, 2000  
Email: [anthonyb@nobleoak.com.au](mailto:anthonyb@nobleoak.com.au)  
Attention: The Directors

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Name **Innovation Holdings Australia Pty Ltd**  
ACN 617 998 866  
Short form name **Holder**  
Notice details Level 13, 9 Sherwood Road  
Toowong, Queensland  
Email: [companysecretary@autogeneral.com.au](mailto:companysecretary@autogeneral.com.au)  
Attention: The Company Secretary

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## Background

- A The Company intends to be admitted to the official list of ASX and proposes to issue Shares pursuant to the Holder pursuant to the Subscription Deed.
- B The Holder will hold Voluntary Escrow Shares on or around Completion.
- C The Holder agrees to escrow the Voluntary Escrow Shares held by it on Completion for the Escrow Period pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

# Agreed terms

## 1. Defined terms & interpretation

### 1.1 Defined terms

In this deed:

**Acquired Shares** means the Shares acquired by the Holder under the Subscription Deed.

**Affiliate** means any Related Body Corporate.

**ASIC** means the Australian Securities and Investments Commission.

**ASX** means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

**ASX Listing Rules** means the listing rules of ASX as amended or waived in respect of the Company from time to time.

**ASX Settlement Operating Rules** means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

**Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

**CHESS** has the meaning given to it in the ASX Settlement Operating Rules.

**Completion** has the meaning given to that term in the Subscription Deed.

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

**Dispose** has the meaning given in the ASX Listing Rules and, in relation to any Voluntary Escrow Share, includes to:

- (a) sell, assign, transfer or otherwise dispose of any legal, beneficial or economic interest in a Voluntary Escrow Share;
- (b) encumber or grant a security interest over a Voluntary Escrow Share;
- (c) grant or exercise an option in respect of a Voluntary Escrow Share;
- (d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, a Voluntary Escrow Share; or
- (e) agree to do any of those things set out above.

**Escrow Period** means the period from the Issue Date up to, and including, the Release Date.

**GST Law** has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Holding Lock** has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

**Issue Date** means the date on which Completion occurs.

**Issuer Sponsored Subregister** has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

**Listing** means the admission of the Company to the official list, and the quotation of Shares on, ASX.

**Release Date** means 4.15pm on the Business Day which is 12 months from Completion.

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

**Subscription Deed** means the subscription deed, entered into between the Company, the Holder and others, on or about the date of this deed.

**Takeover Bid** has the meaning given in the Corporations Act.

**Voluntary Escrow Shares** means the Acquired Shares, which are subject to escrow arrangements pursuant to this deed.



## 1.2 Interpretation

In this deed, except where the context otherwise requires:

- (a) A reference to:
  - (i) a legislative provision or legislation (including (i) subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document (including this deed) or agreement, or a provision of a document (including this deed) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a party to this deed or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
  - (iv) a person includes any type of company or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor;
  - (v) time is to Sydney, Australia time;
  - (vi) administrator or successor in law of the person; and
  - (vii) any thing (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) The expression 'this deed' includes the agreement, arrangement, understanding or transaction recorded in this deed.

## 1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

## 1.4 Multiple parties

If a party to this deed is made up of more than one person, or a term is used in this deed to refer to more than one party, then unless otherwise specified in this deed:

- (a) an obligation of those persons is several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking relates to each of them separately.

## 1.5 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

## 2. Condition precedent

Clause 3 is conditional upon Completion occurring.

### 3. Escrow restrictions

#### 3.1 Voluntary Escrow Shares

Subject to clause 3.2, during the Escrow Period, the Holder must not Dispose of, or agree or offer to Dispose of, the Voluntary Escrow Shares held by it.

#### 3.2 Exceptions

- (a) To enable:
- (i) the Holder to:
    - (A) accept an offer under a Takeover Bid in relation to the Voluntary Escrow Shares held by the Holder; or
    - (B) tender any of the Voluntary Escrow Shares held by the Holder into a bid acceptance facility established in connection with a Takeover Bid; or
  - (ii) the Voluntary Escrow Shares held by the Holder to be transferred or cancelled as part of an acquisition or merger by scheme of arrangement under Part 5.1 of the Corporations Act,

the Company must remove the Holding Lock on the Voluntary Escrow Shares held by the Holder during the Escrow Period if:

- (iii) in the case of a Takeover Bid, holders of at least half of the Shares that are not Voluntary Escrow Shares that are the subject of the Takeover Bid have either accepted the offer made under the Takeover Bid or tendered (and not withdrawn) their Shares into a bid acceptance facility established in connection with the Takeover Bid; or
- (iv) in the case of an acquisition or merger by scheme of arrangement under Part 5.1 of the Corporations Act, the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals,

provided that if for any reason any or all Voluntary Escrow Shares held by the Holder are not transferred or cancelled under a Takeover Bid (including because the Takeover Bid does not become unconditional) or scheme of arrangement described in this clause 3.2(a), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply and the Holding Lock will be re-applied to all Voluntary Escrow Shares held by the Holder which are not so transferred or cancelled.

- (b) During the Escrow Period, the Holder may Dispose of any of its Voluntary Escrow Shares to the extent the Disposal is required by applicable law (including an order of a court of competent jurisdiction).
- (c) During the Escrow Period, the Holder may Dispose of any of its Voluntary Escrow Shares in order to participate in any:
  - (i) equal access share buyback;
  - (ii) equal capital return; or
  - (iii) equal capital reduction,

of the Company made in accordance with the Corporations Act.

- (d) During the Escrow Period, the Holder may Dispose of any of its Voluntary Escrow Shares provided that:
  - (i) the Disposal does not result in an extension to the Escrow Period and either:
    - (A) is a transfer (in one or more transactions) of any or all of the Voluntary Escrow Shares held by the Holder to a body corporate, the majority of shares of which are held, directly or indirectly, by the same shareholders as those which hold the majority of shares of the Holder, provided such transferee agrees to be bound by the terms and conditions of this deed; or
    - (B) does not result in a change in the beneficial ownership of the Voluntary Escrow Shares held by the Holder; or

- (C) is a transfer (in one or more transactions) of any or all of the Voluntary Escrow Shares to a trust in relation to which the Holder, and / or any relative, and / or a related body corporate of the Holder are the only beneficiaries; and
- (ii) the transferee agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require.
- (e) If the Holder is an individual, during the Escrow Period, any Voluntary Escrow Shares may be Disposed of in the case of death, serious disability or permanent incapacity through ill health of the Holder.

### **3.3 Notice**

If the Holder becomes aware:

- (a) that a Disposal of any Voluntary Escrow Shares held by it has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Disposal of any Voluntary Escrow Shares held by it during the Escrow Period,

it must notify the Company (and provide full details) promptly after becoming aware of the Disposal or the matters giving rise to the Disposal (as applicable).

## **4. Warranties**

### **4.1 Giving of warranties**

- (a) Each of the warranties and representations in this clause 4 is given in favour of the Company:
  - (i) as at the date of this deed; and
  - (ii) at all times until expiry of the Escrow Period.
- (b) The warranties and representations in this clause 4 are given in respect of any and all Voluntary Escrow Shares which the Holder holds from time to time during the Escrow Period.

### **4.2 Warranties of Holder**

The Holder warrants and represents that:

- (a) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 3 of this deed if done or omitted during the Escrow Period;
- (b) no person (other than the Holder) has, or will have immediately following Completion, any economic or beneficial interest in the Voluntary Escrow Shares held by it;
- (c) no person (other than the Holder) has the power to direct or cause the direction of the management of the Holder, whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or otherwise;
- (d) immediately following Completion, the Holder will hold the Voluntary Escrow Shares;
- (e) the Holder has not granted any encumbrances or any interests or rights to third parties in respect of the Voluntary Escrow Shares held by it, and will not do so during the Escrow Period, such that the Voluntary Escrow Shares held by it are free from all encumbrances and other third party interests or rights;
- (f) the Voluntary Escrow Shares held by it will, immediately following Completion, be all of the securities, substantial economic interests or other interests that the Holder directly or indirectly has in the Company;
- (g) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (h) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;

- (i) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms; and
- (j) the execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:
  - (i) any applicable law, regulation or authorisation;
  - (ii) its constitution or other constituent documents; or
  - (iii) any agreement, undertaking, encumbrance or document which is binding on that party.

#### **4.3 Breach of warranties**

A breach of any of the warranties and representations in this clause 4 is a breach of the terms of this deed. All such warranties and representations survive termination of this deed.

## **5. Holding Lock**

### **5.1 Agreement to Holding Lock**

Subject to clause 5.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Shares held by it, which will be registered and held for the Holder on the Issuer Sponsored Subregister or CHESS, or any other register to prevent a Disposal of the Voluntary Escrow Shares held by it.

### **5.2 Application of Holding Lock**

The Company will apply a Holding Lock to the Voluntary Escrow Shares held by the Holder on Completion and may only remove the Holding Lock if permitted under clause 5.4.

### **5.3 Certificated Securities**

If the Company is not Listed or the Voluntary Escrow Shares are kept on the certificated sub-register, the Holder agrees to deposit the certificates for the Voluntary Escrow Shares with the Company.

### **5.4 Release**

- (a) Upon request by the Holder, the Company must remove the Holding Lock or return the certificates (as the case may be) with respect to the Voluntary Escrow Shares held by the Holder in order to facilitate a Disposal that is permitted under clause 3.2.
- (b) The Company must remove the Holding Lock or return the certificates (as the case may be) with respect to the Voluntary Escrow Shares on the Business Day after the end of the relevant Escrow Period.
- (c) If applicable, the Company must notify ASX that the Voluntary Escrow Shares will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

## **6. Permitted dealings with the Voluntary Escrow Shares**

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Shares held by it or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Shares held by it, including (without limitation) by:

- (a) exercising any voting rights;
- (b) receiving or being entitled to any dividend, return of capital or other distribution; and
- (c) receiving or participating in any rights or bonus issue.

## 7. Breach

### 7.1 Prevention of anticipated breach

If it appears to the Company that the Holder may breach this deed, the Company may take any steps necessary to prevent the breach and/or to enforce the deed as soon as it becomes aware of the potential breach.

### 7.2 Consequences of breach

- (a) If the Holder breaches this deed, each of the following applies:
  - (i) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and
  - (ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares held by the Holder. This is in addition and without prejudice to other rights and remedies of the Company.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 3.1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligations under clause 3.1 without prejudice to any of its other rights or remedies.
- (c) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.

## 8. Amendment

This deed can only be amended or replaced by another deed executed by the parties.

## 9. Termination

This deed will terminate when the Holding Lock is released in full in respect of all Voluntary Escrow Shares held by the Holder.

## 10. General

### 10.1 Governing law

- (a) This deed is governed by the laws of New South Wales, Australia.
- (b) Each party submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with this deed.
- (c) Each of the parties to this deed irrevocably waives:
  - (i) any objection to the venue of any proceedings on the ground that they have been brought in an inconvenient forum; and
  - (ii) any immunity from set off, suits, proceedings and execution to which it or any of its property may now or in the future be entitled under any applicable law.

### 10.2 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things and execute all further documents required to give full effect to this deed and the matters contemplated by it.

### 10.3 Counterparts

- (a) This deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.
- (b) The parties acknowledge and agree that:

- (i) they are willing, able and have the appropriate authorisation to execute this deed electronically, including any counterparts;
- (ii) they intend to be bound by executing electronically in the same way and to the same extent as if they executed using wet signatures and/or an exchange of paper originals; and
- (iii) each party shall be entitled to rely on the electronically executed document in the same way and to the same extent as a duly executed, paper original.

#### **10.4 Time of essence**

Time is of the essence to this deed.

#### **10.5 Waiver**

- (a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.
- (c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

#### **10.6 Severability**

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

#### **10.7 Variation**

No variation of this deed is effective unless made in writing and signed by each party.

#### **10.8 Notice**

- (a) A notice or other communication given under this deed:
  - (i) must be in legible writing and in English;
  - (ii) must be signed by a person duly authorised by the sender; and
  - (iii) must be either delivered by hand, sent by pre-paid mail or sent by email and addressed to the addressee at the address or email address set out in the Details section of this deed.
- (b) If:
  - (i) a party changes its address and fails to notify the other party of this change and the new address, delivery of notices to that party at that new address is deemed compliant with the notice obligations under this clause 10.8;
  - (ii) an individual associated with an email address listed in the Details section of this deed ceases to work for a party and that party fails to notify the other party of an alternative email address, notices sent by email to a manager or equivalent level personnel at that party is deemed compliant with the notice obligations under this clause 10.8.
- (c) Without limiting any other means by which a party may be able to prove that a notice has been received by another party, a notice is deemed to be received:
  - (i) if sent by hand, when delivered to the addressee;
  - (ii) if sent by post, three Business Days (or twelve Business Days if sent to or from a place outside Australia) from and including the date of postage; or
  - (iii) if sent by email:
    - (A) when the sender receives an automated message confirming delivery; or
    - (B) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (addressee's time), it is deemed to be received at 9.00am on the following Business Day, or if the delivery or receipt is on a Business Day at or before 9.00 am, it is deemed to be received at 9.00 am on that Business Day.

# Signing page

**EXECUTED** as a deed.

Each person who executes this deed on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

## Company


**Executed by NobleOak Life Limited ACN 087 648 708** in accordance with Section 127 of the *Corporations Act 2001*



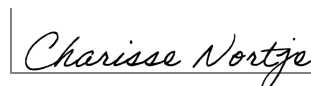
Signature of director



Signature of director/company secretary



Name of director (print)



Name of director/company secretary (print)

**Executed by Innovation Holdings Australia Pty Ltd ACN 617 998 866** in accordance with Section 127 of the *Corporations Act 2001*

Signature of director

Signature of director/company secretary

Name of director (print)

Name of director/company secretary (print)



# Signing page

**EXECUTED** as a deed.

Each person who executes this deed on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

**Company**

**Executed by NobleOak Life Limited ACN 087 648 708** in accordance with Section 127 of the *Corporations Act 2001*

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/company secretary

\_\_\_\_\_  
Name of director (print)

\_\_\_\_\_  
Name of director/company secretary (print)

**Executed by Innovation Holdings Australia Pty Ltd ACN 617 998 866** in accordance with Section 127 of the *Corporations Act 2001*

  
Signature of director

  
Signature of director/company secretary

  
Name of director (print)

  
Name of director/company secretary (print)