

ASX Announcement

19 November 2024

**CLOSE THE LOOP CONFIRMS RECEIPT
OF INDICATIVE, NON-BINDING AND CONDITIONAL
PROPOSAL FROM ADAMANTEM CAPITAL**

Melbourne, Australia – **Close the Loop Limited (Close the Loop or the Company) (ASX: CLG)**, a leader in the fast-growing circular economy, announces that it has received an indicative, non-binding and conditional proposal from funds managed and advised by Adamantem Capital (Adamantem) to acquire 100% of the shares in the Company, by way of a scheme of arrangement, for \$0.27 per share (Indicative Proposal).

The Indicative Proposal offers shareholders the opportunity to receive consideration for their shares in the Company either in cash, or scrip in the Adamantem acquisition entity, or a combination of both. The scrip election will be subject to an aggregate minimum take-up level amongst all shareholders, with the total level of scrip consideration to be scaled back if elections exceed a maximum scrip roll of 45% of all shares outstanding.

The Indicative Proposal represents a 49% premium to the Company's 30-day VWAP on 15 November 2024.

Following careful consideration and consultation with its advisers, the Directors of the Company have determined that it is in the best interests of shareholders to progress the Indicative Proposal and allow Adamantem to undertake due diligence, and to negotiate a binding Scheme Implementation Deed (SID) with Adamantem on an exclusive basis over a period of 20 business days. The exclusivity period may be extended for a further period of 20 business days subject to customary conditions and exceptions, if necessary to allow the completion of due diligence or execution of the SID. Close the Loop and Adamantem have entered into a process deed that set out the exclusivity arrangements, a copy of which is attached to this announcement.

Subject to Close the Loop and Adamantem agreeing a SID on terms acceptable to Close the Loop, it is the Company's Directors intention to unanimously recommend that shareholders vote in favour of the transaction proposed in the Indicative Proposal if the consideration is at least \$0.27 cash per share, in the absence of a superior proposal and subject to an independent expert concluding that the transaction is in the best interests of Close the Loop shareholders.

At this stage, Close the Loop shareholders do not need to take any action in relation to the Indicative Proposal from Adamantem. The Directors note that there is no certainty that the engagement between the Company and Adamantem will result in a change of control transaction or an offer capable of acceptance by Close the Loop shareholders.



MA Moelis Australia and Thomson Geer have been appointed as the company's financial and legal advisers, respectively, in respect of the Indicative Proposal.

The Company will continue to keep the market informed in accordance with its continuous disclosure obligations.

The Directors of the Company have authorised the release of this announcement to the market.

- ENDS -

For further information, please contact:

Investors/Media

Warrick Lace

E: investors@ctlgroup.com.au

P: +61: 488 335 815

About Close the Loop

With locations across the United States, Australia, South Africa and Europe, Close the Loop collects and refurbishes products such as laptops, printers, teleconferencing equipment and gaming devices; and provides sustainable packaging, which allow for greater recoverability and recyclability. The Company's overall goal is 'Zero Waste to Landfill'. From recovering a wide range of electronic products, through to print consumables, cosmetics, plastics, paper and cartons, and reusing of toner and post-consumer soft plastics for an asphalt additive, the Company is a global leader in the fast-growing circular economy with a focus on global expansion and sustainability.

Further information: www.closestheLoop.com

Transaction Process Deed

Close the Loop Ltd
CLG

Adamantem Capital Management Pty Ltd
Adamantem

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THIS DEED is made on 19 November 2024

BETWEEN:

- (1) **Close the Loop Ltd** (ACN 095 718 317) of 43-47 Cleeland Road, Oakleigh South VIC 3167 (**CLG**); and
- (2) **Adamantem Capital Management Pty Ltd** (ACN 616 283 124) of Level 8, 167 Macquarie Street, Sydney NSW 2000 (**Adamantem**)

RECITALS:

- (A) Adamantem provided to CLG a non-binding indicative proposal dated 11 November 2024 in respect of a potential Transaction.
- (B) Each party has agreed to progress the potential Transaction on the terms of this deed.

THE PARTIES AGREE AS FOLLOWS:

1. **Defined terms and interpretation**

1.1 **Definitions in the Dictionary**

A term or expression starting with a capital letter:

- (a) which is defined in the Dictionary in Schedule 1 has the meaning given to it in the Dictionary; and
- (b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act.

1.2 **Interpretation**

The interpretation clause in Schedule 1 sets out rules of interpretation for this deed.

2. **Confidentiality Deed**

The parties acknowledge and agree that the Confidentiality Deed continues to have full force and effect and that it applies to any Confidential Information disclosed by either party under this deed.

3. Due diligence information and access

3.1 Provision of due diligence materials

During the Exclusivity Period, CLG will promptly provide or make available (as applicable) to Adamantem and its Representatives all Requested Due Diligence Materials and all other due diligence materials reasonably requested by Adamantem or its Representatives for the purposes of discussing, assessing, negotiating or implementing the Transaction.

3.2 Provision of access to premises, officers and employees

During the Exclusivity Period, CLG will promptly:

- (a) provide Representatives of Adamantem with reasonable access to senior management and key principals of the CLG Group on reasonable notice; and
- (b) organise and facilitate arranged visits by Representatives of Adamantem to the premises used, leased, licensed or owned by the CLG Group, as nominated by Adamantem,

provided that such access or meetings are at all times in the presence of a Representative of CLG.

3.3 Provision of management presentations

During the Exclusivity Period, CLG will promptly organise and facilitate further presentations by senior management of the CLG Group on reasonable notice for the purposes of allowing Adamantem to assess the merits of the Transaction.

3.4 Data room establishment and timing

CLG must procure that, as soon as reasonably practicable after the date of this deed, a virtual data room is made available to Adamantem and Representatives of Adamantem nominated by Adamantem, which virtual data room must:

- (a) be hosted by Ansarada with a Q&A facility;
- (b) within two Business Days of the date of this deed, be substantially populated with the Requested Due Diligence Materials and CLG must provide Adamantem with written notice once this has occurred;
- (c) provide for a facility for Adamantem and its Representatives to request further information from CLG during the Exclusivity Period and track the progress of responses to those requests; and
- (d) be populated with any information reasonably requested under clause 3.4(c) within a reasonable period.

3.5 Reasonable additional requests

During the Exclusivity Period, CLG will respond in good faith and in a timely and fulsome manner to reasonable additional requests for information from Adamantem where such information is for the purposes of assessing or obtaining financing in relation to the Transaction.

3.6 **Limitations on materials and access**

CLG has no obligation to provide Adamantem with access to materials, premises or personnel under this clause 3 if that access would:

- (a) result in unreasonable disruptions to CLG's business;
- (b) breach an existing confidentiality obligation owed to a third party;
- (c) breach any applicable law, including privacy laws; or
- (d) require CLG to make any disclosure that would compromise legal privilege or relates to the CLG Board's consideration of the Transaction or any Competing Proposal.

4. **Implementation Deed and intention to recommend**

4.1 **Announcement**

Each of CLG and Adamantem acknowledge and agree that upon the signing of this deed by each party, CLG will make an announcement to the Australian Securities Exchange in an agreed form with respect to the status of the Transaction and setting out the material terms of the non-binding indicative proposal provided by Adamantem to CLG dated 18 November 2024 in respect of a potential Transaction (**NBIO**) and this deed.

4.2 **Intention to recommend**

CLG represents and warrants that as at the date of this deed, each of its directors has confirmed that he or she intends, upon entry into the Implementation Deed:

- (a) unanimously recommend to CLG Shareholders to vote; and
- (b) to vote, cause or procure that any ordinary shares in CLG in which they have a relevant interest are voted,

in favour of the Transaction in respect of which the consideration per ordinary share in CLG is equal to or greater than the Indicative Offer Price, in the absence of a Superior Proposal and subject to an independent expert concluding (and continuing to conclude) that the Transaction is in the best interests of CLG Shareholders.

4.3 **Good faith negotiation of an Implementation Deed**

- (a) During the Exclusivity Period, CLG and Adamantem must negotiate in good faith an Implementation Deed and any other transaction documentation required to implement the Transaction.
- (b) Adamantem will provide to CLG a first draft of the Implementation Deed as soon as practicable and, in any event, within five Business Days of the date of this deed.

4.4 **Commitment of necessary resources**

During the Exclusivity Period, CLG and Adamantem will commit all reasonably necessary resources (including management and financial, legal and other professional advisory resources) to enable:

- (a) Adamantem to complete its due diligence investigations in relation to the CLG Group; and
- (b) an Implementation Deed and any other transaction documentation required to implement the Transaction to be prepared, negotiated and finalised,

as expeditiously as possible and in any case before the expiry of the Exclusivity Period.

4.5 **Progress updates**

Adamantem and CLG must ensure that a meeting is held between a senior representative of each of them to discuss Adamantem's progress in respect of the Transaction on a weekly basis commencing on the date that is 10 Business Days after the date of this deed and thereafter until the end of the Exclusivity Period.

4.6 **Confirmation**

- (a) Adamantem may (acting reasonably and in good faith) prior to 11.59pm on the Hard Exclusivity End Date, provide written confirmation to CLG that it:
- (i) does not intend to make any variations to the terms set out in its NBIO (as a result of due diligence investigations or otherwise) which would make the Transaction less favourable to CLG Shareholders; and
 - (ii) confirms its commitment to continue to pursue the Transaction for a price which is no less than the Indicative Offer Price,

subject only to finalising its due diligence enquiries and negotiation and execution of the Implementation Deed in respect of the Transaction.

- (b) If Adamantem is unable or unwilling to (or otherwise does not) give the confirmation provided in clause 4.6(a), then the Exclusivity Period will end at 11.59pm on the Hard Exclusivity End Date.

4.7 **Ceasing to progress Transaction**

Adamantem agrees to progress the Transaction in good faith and if, at any time during the Exclusivity Period, Adamantem decides to no longer progress the Transaction in respect of which the consideration is equal to or greater than the Indicative Offer Price, it must promptly notify CLG in writing.

5. **Exclusivity**

5.1 **No existing discussions**

CLG represents and warrants to Adamantem that, as at the date of this deed, neither CLG nor any of CLG's Representatives is in any negotiations or discussions, and have ceased any existing negotiations or discussions, with any person in relation to, or which could reasonably be expected to lead to, an actual, proposed or potential Competing Proposal (other than, for the avoidance of doubt, the discussions with Adamantem and its Representatives in respect of the Transaction).

5.2 **No shop**

During the Exclusivity Period, CLG must not, and must ensure that its Representatives do not, directly or indirectly:

- (a) solicit, encourage, initiate, continue or invite any enquiries, expressions of interest, offers, discussions, negotiations or proposals in relation to, or which may reasonably be expected to encourage or lead to, an actual, proposed or potential Competing Proposal or which may otherwise lead to the Transaction not being completed; or
- (b) solicit, initiate or invite approaches, enquiries, expressions of interests, offers, discussions or proposals with a view to obtaining any offer, proposal or expression of interest from any person in relation to, or which may reasonably be expected to lead to, an actual, proposed or potential Competing Proposal,

or communicate to any person any intention to do any of the things referred to in clause 5.2(a) and 5.2(b).

5.3 **No talk**

Subject to clause 5.5, during the Exclusivity Period, CLG must not, and must ensure that its Representatives do not, directly or indirectly:

- (a) negotiate or enter into or participate in or continue any negotiations or discussions with any other person regarding an actual, proposed or potential Competing Proposal or any agreement, understanding or arrangement that may be reasonably expected to encourage or lead to a Competing Proposal or which may otherwise lead to the Transaction not being completed, even if that person's Competing Proposal was not directly or indirectly solicited, invited, encouraged or initiated by CLG or any of its Representatives or the person has publicly announced the Competing Proposal; or
- (b) communicate to any person any intention to do any of the things referred to in clause 5.3(a).

5.4 **No due diligence**

- (a) Subject to clause 5.5, during the Exclusivity Period, CLG must not, and must ensure that none of its Representatives, directly or indirectly:
 - (i) solicit, invite, initiate, or encourage or facilitate or permit, any person (other than Adamantem or any of its Representatives) to undertake due diligence investigations in respect of CLG, its Related Entities, or any of their business and operations, in connection with or with a view to obtaining or which would reasonably be expected to lead to such person formulating, developing or finalising, or assisting in the formulation, development or finalisation of, a Competing Proposal; or
 - (ii) make available to any person (other than Adamantem or any of its Representatives) or permit any such person to receive any non-public information relating to CLG, its Related Entities, or any other businesses and operations, in connection with or with a view to obtaining or which may reasonably be expected to encourage or lead to such person formulating, developing or finalising, or assisting in the formulation, development or finalisation of, a Competing Proposal; and
- (b) CLG agrees not to waive, and to enforce, any standstill obligations with third parties and any confidentiality obligations owed by third parties to CLG.

5.5 **Fiduciary out**

Clauses 5.3 and 5.4 do not apply after the Hard Exclusivity End Date to the extent they would restrict CLG or the CLG Board from taking or refusing to take any action with respect to a genuine written Competing Proposal (in relation to which there has been no contravention of this clause 5) provided that:

- (a) the Competing Proposal is bona fide and is made by or on behalf of a person that the CLG Board considers is of sufficient commercial standing; and
- (b) the CLG Board has determined, in good faith after:
 - (i) written advice from its financial advisors, that the Competing Proposal is, or could reasonably be considered to become, a Superior Proposal; and
 - (ii) receiving written legal advice from its external legal advisers experienced in transactions of this nature, that failing to respond to such a genuine Competing Proposal would be reasonably likely to constitute a breach of the CLG Board's fiduciary or statutory obligations.

The **Hard Exclusivity End Date** is the date which is 20 Business Days after the date of this deed.

5.6 **Notice of Competing Proposals**

- (a) During the Exclusivity Period, CLG must promptly (and, in any event, within 24 hours) notify Adamantem in writing of any:
 - (i) approach, inquiry or proposal made by any person to it or any of its Representatives in relation to an actual, proposed or potential Competing Proposal (including, for the avoidance of doubt, any request or proposal to which clauses 5.3, 5.4 and/or 5.5 may apply), and as part of that notification will provide all material details of the approach (including the price (or if not cash, implied value), form of consideration, conditions, timing, break fee provisions and other key terms of any Competing Proposal and the identity of the proponent(s) of any such proposal); and
 - (ii) request for information relating to CLG, or its businesses or operations, in connection with the formulation, development or finalisation of, or assisting in the formulation, development or finalisation of, an actual, proposed or potential Competing Proposal, or which CLG has reasonable grounds to suspect may relate to an actual, proposed or potential Competing Proposal, and must disclose to Adamantem the identity of the party making the request and the details of the request.
- (b) During the Exclusivity Period, CLG must also notify Adamantem in writing as soon as possible after becoming aware of any material developments in relation to any actual, proposed or potential Competing Proposal, including in respect of any of the information previously notified to Adamantem under clause 5.6(a).

5.7 **Non-public information**

If any non-public information about the business or affairs of the CLG Group is provided or made available to any person in connection with an actual, proposed or potential Competing Proposal which has not previously been provided or made available to Adamantem, CLG must promptly, and in any event within 24 hours, provide to Adamantem:

- (a) in the case of written materials, a copy of; and

- (b) in any other case, a written statement of, that non-public information.

5.8 Matching right

- (a) If CLG is permitted by virtue of clause 5.5 to engage in any activity that would otherwise breach either of clauses 5.3 or 5.4, CLG must enter into a confidentiality deed with the person who has made the applicable Competing Proposal that contains obligations on that person that are, when assessed on an overall basis, on terms no less onerous in any material respect than the obligations of Adamantem under the Confidentiality Deed.
- (b) If, during the Exclusivity Period, CLG receives a Competing Proposal, CLG must not, and must procure that each of its Representatives do not, enter into any agreement, understanding or commitment in respect of that Competing Proposal (other than a confidentiality deed contemplated by clause 5.8(a)) or provide any due diligence information to the person making the Competing Proposal (or to their representatives) unless each of the following conditions have been satisfied:
- (i) the CLG Board, acting in good faith and in order to satisfy its fiduciary or statutory obligations (having received written financial advice and legal advice from its external legal advisers) determines that the Competing Proposal is, or is reasonably likely to become, a Superior Proposal;
 - (ii) CLG has provided Adamantem with the material terms and conditions of the Competing Proposal, including price (or implied value), consideration, conditions, timing, break fee provisions and the identity of the third party making the Competing Proposal;
 - (iii) CLG has given notice that it intends to enter into a binding agreement, understanding or commitment to implement or give effect to the Competing Proposal and gives Adamantem until the date that is three Business Days after the date of the provision of the information referred to in clause 5.8(b)(ii) (the **Cut Off Date**) to provide a matching or Superior Proposal to the terms of the Competing Proposal; and
 - (iv) either:
 - (A) Adamantem has not announced or provided to CLG an Adamantem Counterproposal before the Cut Off Date; or
 - (B) Adamantem has announced or provided to CLG an Adamantem Counterproposal before the Cut Off Date and the CLG Board has determined, in good faith, that the Adamantem Counterproposal would not provide an equivalent or superior outcome to CLG Shareholders as a whole compared with the Competing Proposal and Adamantem has been given an opportunity to amend the Adamantem Counterproposal in accordance with clause 5.9(c).
- (c) Each successive modification of any Competing Proposal will constitute a new Competing Proposal for the purposes of the requirements under this clause 5.8.

5.9 Matching or superior Adamantem proposal

If, in accordance with clause 5.8(b)(iv)(B), Adamantem provides to CLG a proposal (**Adamantem Counterproposal**), CLG must procure that the CLG Board considers the Adamantem Counterproposal and determines whether, in good faith, the Adamantem

Counterproposal would provide an equivalent or superior outcome to CLG Shareholders as a whole compared with the Competing Proposal. Following that determination, CLG must:

- (a) procure that the CLG Board promptly, and in any event within one Business Day, notifies Adamantem of the determination in writing, stating reasons for that determination;
- (b) if the determination is that the Adamantem Counterproposal would provide an equivalent or superior outcome to CLG Shareholders as a whole compared with the Competing Proposal, then for a period of three Business Days after CLG delivers to Adamantem the notice referred to in clause 5.9(a):
 - (i) CLG must not provide any due diligence information to the person making the Competing Proposal (or to their representatives); and
 - (ii) CLG and Adamantem must use their best endeavours to agree:
 - (A) amendments to this deed and any other transaction documentation that are reasonably necessary to reflect the Adamantem Counterproposal; and
 - (B) the transaction documentation required to implement the Adamantem Counterproposal,as soon as reasonably practicable; and
- (c) if the determination is that the Adamantem Counterproposal would not provide an equivalent or superior outcome to CLG Shareholders as a whole compared with the Competing Proposal, then Adamantem may take steps to amend the Adamantem Counterproposal to address the reasons given within a further period of two Business Days. If Adamantem does so to CLG's satisfaction, then the process in clause 5.9(b) applies to that amended Adamantem Counterproposal.

5.10 **Extension of Exclusivity Period**

If before the end of the Exclusivity Period, Adamantem confirms to CLG in writing that it has completed its due diligence investigations in all material respects and that it is willing to proceed with a transaction on the terms of the NBIO, including at or above the Indicative Offer Price, then the Exclusivity Period will be extended by 10 Business Days from the date it would otherwise have expired. The parties agree that they will act reasonably and in good faith when complying with their obligations under this clause.

5.11 **Acknowledgements**

- (a) Adamantem represents and warrants to CLG that it would not have entered into this deed without the benefit of this clause 5.
- (b) CLG represents and warrants to Adamantem that it has received legal advice on this deed and the operation of this clause 5.
- (c) The parties must not make or cause or permit to be made, any application to a court or the Takeovers Panel for or in relation to a determination in relation to clause 5.
- (d) Nothing in this clause 5 prevents CLG from:

- (i) providing information to its Representatives;
- (ii) providing any information required to be provided by any applicable law, including to satisfy its legal obligations owed to any Government Agency;
- (iii) providing information to its auditors, customers, financiers, joint venturers and suppliers (acting in that capacity) in the ordinary course of business;
- (iv) engaging with CLG Shareholders (in their capacity as CLG Shareholders) in the normal course provided that such engagement does not relate to CLG soliciting, inviting or encouraging an actual, proposed or potential Competing Proposal;
- (v) making presentations to, and responding to enquiries from, brokers, portfolio investors and analysts, in connection with CLG's business in the normal course; or
- (vi) fulfilling its legal obligations, including its obligations of continuous disclosure.

6. General

6.1 Termination

- (a) This deed terminates on the earlier of:
 - (i) the expiry of the Exclusivity Period;
 - (ii) the execution of an Implementation Deed;
 - (iii) either party giving the other party a termination notice with immediate effect after a notification from Adamantem under clause 4.6;
 - (iv) 11.59pm on the Hard Exclusivity End Date if Adamantem is unable or unwilling to (or otherwise does not) give the confirmation provided in clause 4.6(a); and
 - (v) CLG giving Adamantem written notice of termination with immediate effect if the CLG Board has changed, withdrawn or modified its recommendation of the Transaction as a result of CLG receiving a Competing Proposal that each of CLG's independent directors have determined, after all of Adamantem's rights under clauses 5.8 and 5.9 have been exhausted, is a Superior Proposal.
- (b) Clauses 1 and 6 survive the termination of this deed.

6.2 Other

- (a) Each party acknowledges entering into this deed and incurring obligations and giving rights under this document for valuable consideration received from each other party.
- (b) Each party agrees that:
 - (i) this deed is not intended to constitute, and does not constitute, an offer capable of acceptance or to otherwise give rise to a binding contract to proceed with the Transaction;

- (ii) there is no certainty that the Transaction will proceed; and
 - (iii) this deed does not constitute a proposal to make a takeover bid for the purposes of section 631 of the Corporations Act.
- (c) This deed is governed by the laws of Victoria. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.
- (d) This deed may only be varied if the parties agree in writing.
- (e) Each party agrees that, to the extent practicable and permitted by law or the rules of any stock exchange, it will consult with the other party as to the form of any public announcement about this deed, the Transaction or the content or existence of negotiations between the parties prior to making any such announcement.
- (f) Unless expressly stated otherwise in this deed, all amounts payable or consideration to be provided under this deed are exclusive of GST. If GST is payable on any supply made under this deed, for which the consideration is not expressly stated to include GST, then subject to receiving a valid tax invoice CLG agrees to pay to Adamantem an additional amount equal to the GST payable at the same time that the consideration for the supply is to be provided.
- (g) Waiver of any right under or arising from this deed must be in writing and signed by the party giving the waiver, and will not be a waiver of any other right or the same or a similar right where such right arises from another breach. A failure or delay in exercising, or a partial exercise of, a right under or arising from this deed does not result in a waiver of that right (or any part thereof).
- (h) This deed and the Confidentiality Deed contain the entire agreement of the parties in respect of its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct by the parties in respect of its subject matter. This deed applies to the extent of any inconsistency between this deed and the Confidentiality Deed.
- (i) **Costs and duty**
 - (i) Each party must bear its own costs arising out of the negotiation, preparation and execution of this deed.
 - (ii) Unless expressly stated otherwise in this document, all amounts payable or consideration to be provided under this document are exclusive of GST.
- (j) This deed may be executed in any number of counterparts. All counterparts, when taken together, constitute one instrument.
- (k) Any notice, demand, consent, approval or communication under this deed (**Notice**) must be:
 - (i) in writing, in English and signed by a person duly authorised by the sender; and
 - (ii) had delivered or sent by prepaid post or email to the recipient's address for Notices specified below, as varied by any Notice given by the recipient to the sender:

For CLG:

Post: 43-47 Cleeland Road, Oakleigh South VIC 3167

Email: gcarman@dhfinders.com

Attention: Grant Carman

With a copy (for information purposes only) to David Schiavello, Thomson Geer by email at dschiavello@tqlaw.com.au

For Adamantem:

Post: Level 8, 167 Macquarie Street, Sydney NSW 2000

Email: andrew.bullock@adamantem.com.au

Attention: Andrew Bullock

With a copy (for information purposes only) to Neil Pathak/Susannah Macknay, Ashurst by email at neil.pathak@ashurst.com

- (l) A Notice given in accordance with clause 6.2(k) takes effect when taken to be (or at a later time specified in it), and is taken to be received:
- (i) if hand delivered, on delivery;
 - (ii) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia); and
 - (iii) if sent by email, immediately unless the sender receives a message indicating that the email has not been received by the intended recipient,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00 pm on a Business Day, the Notice is taken to be received at 9.00 am on the next Business Day.

Schedule 1

Dictionary

1.1 Dictionary

In this deed:

Adviser means, in relation to a party, its legal, financial, taxation or other expert adviser or agent.

Adamantem Counterproposal has the meaning set out in clause 5.9.

Business Day means a day (other than a Saturday, Sunday or public holiday) when banks in Melbourne and Sydney are open for general banking business.

CLG Board means the board of directors of CLG from time to time and **CLG Director** means any one of them.

CLG Group means CLG and its Subsidiaries.

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

CLG Shareholder means a person shown in the register of members of CLG as the holder of one or more CLG Shares.

Competing Proposal means any expression of interest, proposal, offer or transaction which, if entered into or completed in accordance with its terms, would result in any third party (either alone or together with one or more third parties):

- (a) acquiring Voting Power in CLG of more than 15% or otherwise acquiring a legal or economic interest in more than 15% of the CLG Shares (including through one or more derivative contracts);
- (b) acquiring Control of or merging with CLG or a material member of the CLG Group;
- (c) acquiring, becoming the holder of or having a right to acquire all or a substantial part of the property, or any of the material assets, of the CLG Group, or otherwise acquiring a legal or economic interest in such property or assets; or
- (d) entering into any agreement, arrangement or understanding requiring CLG to abandon, or otherwise fail to proceed with, the Transaction,

whether by way of a takeover bid, scheme of arrangement, shareholder approved acquisition, capital reduction, buy back, sale, lease or purchase of shares, other securities or assets, assignment of assets or liabilities, joint venture, dual listed company (or other synthetic merger), deed of company arrangements, any debt for equity arrangement or other transaction or arrangement.

Confidential Information has the meaning given to that term in the Confidentiality Deed.

Confidentiality Deed means the confidentiality deed between the parties dated on or about 28 August 2024.

Control has the meaning given in section 50AA of the Corporations Act.

Cut Off Date has the meaning given to it in clause 5.8(b)(iii).

Exclusivity Period means the period starting on the date of this deed and ending on the earlier of:

- (a) if:
- (i) Adamantem is unable or unwilling to (or otherwise does not) give the confirmation provided in clause 4.6(a), at 11.59pm on the Hard Exclusivity End Date on the Hard Exclusivity End Date; or
 - (ii) Adamantem does give the confirmation provided in clause 4.6(a) but not a notice under clause 5.10, at 11.59pm on the date that is 10 Business Days after the Hard Exclusivity End Date; or
 - (iii) Adamantem does give the confirmation provided in clause 4.6(a) and a notice under clause 5.10, at 11.59pm on the date that is 20 Business Days after the Hard Exclusivity End Date; and
- (b) the termination of this deed.

Government Agency means any Australian or foreign government or governmental, semi-governmental or judicial entity or authority or any self-regulatory organisation established under statute or any securities exchange and includes the Australian Securities and Investments Commission, the Australian Securities Exchange, the Australian Competition and Consumer Commission, the Foreign Investment Review Board and equivalent bodies in jurisdictions outside Australia.

GST means a goods and services tax, or similar value added tax, levied or imposed in Australia under the GST Law.

Hard Exclusivity End Date has the meaning given to it in clause 5.5.

Implementation Deed means an agreement between CLG and Adamantem (or its Related Entity or nominee) in relation to the implementation of a Transaction under which funds advised by Adamantem (or its Related Entity or nominee) would acquire CLG for no less than the Indicative Offer Price.

Indicative Offer Price means \$0.27 per CLG Share.

NBIO has the meaning set out in clause 4.1.

Notice has the meaning set out in clause 6.2(k).

Officer means, in relation to a party, its and its Related Entities' officers and employees.

Related Entity means any entity which is related to that party within the meaning of section 50 of the Corporations Act and, in relation to Adamantem, includes any of its related bodies corporate and any acquisition vehicle used for the potential Transaction which is in aggregate at least 50% owned (directly or indirectly) by any of the foregoing.

Representative of a party includes an Officer, employee, Adviser, consultant, partner, affiliate or agent of that party or of a Related Entity of that party.

Requested Due Diligence Materials means the due diligence materials set out in the request list provided by Adamantem to CLG on or before one Business Day after the date of this deed.

Subsidiary of an entity means another entity which is a subsidiary of the first entity within the meaning of the Corporations Act.

Superior Proposal means a bona fide Competing Proposal (in relation to which there has been no contravention of clause 5) which the CLG Board, acting in good faith in the interests of CLG and its shareholders, and after taking written advice from its external legal and financial advisers, determines:

- (a) is on conditions which are reasonably likely to be satisfied and does not include a financing condition;
- (b) is reasonably capable of being valued and completed taking into account all aspects of the Competing Proposal, including its conditions, the identity, reputation and financial condition of the person making such proposal, and all relevant legal, regulatory and financial matters; and
- (c) would be, or would be reasonably likely to be, more favourable to CLG Shareholders than the latest proposal provided by Adamantem to CLG, taking into account all aspects of the Competing Proposal and the latest proposal provided by Adamantem to CLG, including the identity, reputation and financial condition of the person making such proposal, legal, regulatory and financial matters, certainty and any other matters affecting the probability of the relevant proposal being completed in accordance with its terms.

Transaction means the acquisition by a company controlled or managed by Adamantem (or a nominee) of up to 100% of the CLG Shares by a CLG Board recommended scheme of arrangement or takeover bid.

Voting Power has the meaning given in section 610 of the Corporations Act.

1.2 Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
- (b) In this deed, unless the context otherwise requires:
 - (i) words importing the singular include the plural and vice versa;
 - (ii) a reference to any thing (including any right) includes a part of that thing but nothing in this clause 1.2(b)(ii) implies that performance of part of an obligation constitutes performance of that obligation;
 - (iii) a reference to a right includes a remedy, power, authority, discretion or benefit;
 - (iv) a reference to an agreement or document is to the agreement or document as amended, varied, supplemented, novated or replaced from time to time, except to the extent prohibited by this deed;
 - (v) a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate or entity and includes any government agency;
 - (vi) the expressions "include", "including", "to avoid doubt", "having regard to" and similar expressions are not words of limitation and do not limit what else might be included;

- (vii) a reference to a clause or a party is a reference to a clause of, or a party to, this deed (as applicable);
- (viii) a reference to a party to this deed or another agreement or document includes the party's successors and permitted substitutes and assigns (and, if applicable, the party's legal personal representatives);
- (ix) 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;
- (x) a reference to conduct includes an omission, statement and undertaking, whether or not in writing;
- (xi) a reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement whether or not in writing; and
- (xii) a reference to time is to time in Melbourne, Australia.

EXECUTED as a deed.

Each person who executes this document 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.

Signed sealed and delivered by **CLOSE THE LOOP LTD** in accordance with section 127 of the Corporations Act:



Signature of director

Greg Toll

Name



Signature of director/secretary

Marc Lichtenstein

Name

For personal use only

Signed sealed and delivered by
**ADAMANTEM CAPITAL MANAGEMENT
PTY LTD** under power of attorney dated 7
March 2024 in the presence of:

Signed by:

66BCA3B03B73463...

Signature of witness

Rajiv Viswanathan

Name of witness

DocuSigned by:

A1AE0720001C4F3...

Signature of attorney

Andrew Bullock

Name of attorney

For personal use only