

## Facsimile

**To:** ASX Market Announcements Office

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**From:** Y. Liu, Senior Manager, Jarden Australia Pty Ltd

**Date:** 30 July 2025

**Pages:** 18 (including cover  
sheet)

**Subject:** Submission of Form 603 re Regis Healthcare Limited  
(REG:AX)

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Jarden Australia Pty Limited (Jarden) entered into an agreement with respect to underwriting a secondary block (Block Trade Agreement) of Ordinary Shares in REG on 28 July 2025. Through the operation of section 608(8) of the *Corporations Act 2001* (Cth), Jarden has obtained a relevant interest in approximately 5.625% of REG's Ordinary Shares.

Enclosed is Jarden's notice of initial substantial holder containing details of this relevant interest (including a copy of the Block Trade Agreement).

**Form 603****Corporations Act 2001  
Section 671B****Notice of initial substantial holder**To Company Name/Scheme Regis Healthcare LimitedACN/ARSN 125 203 054**1. Details of substantial holder (1)**Name Jarden Australia Pty LtdACN/ARSN (if applicable) 608 611 687The holder became a substantial holder on 28/07/2025**2. Details of voting power**

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

Class of securities (4)	Number of securities	Persons' votes (5)	Voting power (6)
Ordinary	16,946,003	16,946,003	5.625%

**3. Details of relevant interests**

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Jarden Australia Pty Ltd	Jarden Australia Pty Ltd entered into a block trade agreement on 28 July 2025	16,946,003 Ordinary

**4. Details of present registered holders**

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Jarden Australia Pty Ltd	Ashburn Pty Ltd as trustee of the Dorman Family Trust	Ashburn Pty Ltd as trustee of the Dorman Family Trust	16,946,003 Ordinary

**5. Consideration**

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

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
Jarden Australia Pty Ltd	28 July 2025	Cash	Non-cash	16,946,003 Ordinary

**6. Associates**

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

Name and ACN/ARSN (if applicable)	Nature of association
Jarden Australia Pty Ltd ACN 608 611 687	Each of the related bodies corporate in the Jarden group of companies

**7. Addresses**

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

Name	Address
Jarden Australia Pty Ltd	Level 54, Governor Phillip Tower, 1 Farrer Place, Sydney NSW 2000

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**Signature**

print name Y. Liu capacity Authorised signatory

sign here *Y. Liu* date 30/7/2025

**DIRECTIONS**

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
  - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

- (8) If the substantial holder is unable to determine the identity of the person (eg. If the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, 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 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.

**Strictly Private and Confidential**

Ashburn Pty Ltd ACN 005 883 438 ("**Ashburn**") as trustee of the Dorman Family Trust ("**Dorman Family Trust**")

370 Swan Street, Richmond, Melbourne VIC 3004

28 July 2025

**Sale by Ashburn as trustee of the Dorman Family Trust ("Vendor") of shares in Regis Healthcare Limited ACN 125 203 054 ("Regis")**

**1. The Sale**

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- 1.1 **Sale.** The Vendor agrees to sell 16,946,003 fully paid shares in Regis ("**Sale Securities**") and Jarden Australia Pty Ltd ("**Underwriter**") agrees, on an exclusive basis and subject to the terms of this Agreement, to:
- (a) manage the sale of the Sale Securities (the "**Sale**") by procuring purchasers for the Sale Securities at the Sale Price. Purchasers may include the Underwriter's related bodies corporate and Affiliates and may be determined by the Underwriter in its discretion; and
  - (b) underwrite and guarantee the sale of any Sale Securities by purchasing, itself or through one or more of its Affiliates, those Sale Securities not taken up by purchasers under clause 1.1(a) ("**Shortfall Securities**") at the Sale Price.
- 1.2 **Sale price.** The sale price for the Sale Securities will be A\$7.84 per Sale Security ("**Sale Price**").
- 1.3 **Timetable.** The parties agree to conduct the Sale in accordance with the timetable in Schedule 1 ("**Timetable**") of this Agreement (unless the parties consent in writing to a variation).
- 1.4 **Retention Securities.** Notwithstanding anything else in this Agreement, where acquisition of some or all of the Shortfall Securities by the Underwriter is prohibited or restricted by the application of the takeover provisions in the *Corporations Act 2001* (Cth) ("**Corporations Act**") or would require a notification and non-objection by the Treasurer of the Commonwealth of Australia under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) ("**FATA**") or related policy, the Vendor and the Underwriter agree that:
- (a) the Vendor shall retain such number of Shortfall Securities as they are required to retain in order to prevent the breach ("**Retention Securities**"), and the Underwriter shall advise the Vendor of the number of Retention Securities;
  - (b) the Underwriter must still comply with its obligations to pay to the Vendor the amount provided in clause 2.2 but the portion of that amount that is equal to the number of any Retention Securities multiplied by the Sale Price will be provided to the Vendor as an interest free loan ("**Advance Amount**");
  - (c) the Vendor is only required to repay the Advance Amount from and to the extent they receive or are entitled to receive proceeds from the sale of the Retention Securities, and the Vendor is not responsible for any shortfall in repayment from the proceeds of the sale of Retention Securities and the Underwriter will bear the loss arising from any such shortfall;
  - (d) the Underwriter must procure purchasers for any Retention Securities as agent for the Vendor in the ordinary course of the Underwriter's business prior to 7.00pm on the date

that is 30 Business Days after the date of this agreement ("**End Date**"), with settlement of the sale of Retention Securities occurring on or before the third Business Day following the sale of the relevant Retention Securities;

- (e) the Vendor will transfer Retention Securities in accordance with the directions of the Underwriter to settle those sales; and
- (f) the Underwriter is entitled to apply, by way of set off, the proceeds from the purchase of any Retention Securities against the Advance Amount, immediately upon the Underwriter's receipt of those proceeds.

The Vendor acknowledges that the Underwriter does not acquire any interest or relevant interest in, or rights in respect of, any Retention Securities except to act as agent for the Seller in procuring purchasers for the Retention Securities and does not have power to require that any Retention Securities be transferred to it or to its order as referred to in the FATA.

1.5 **Manner of sale.** The Sale will be conducted by the Underwriter by way of an offer only to persons that the Underwriter reasonably believes:

- (a) if in Australia, are persons who do not need disclosure under Part 6D.2 or Part 7.9 of the Corporations Act;
- (b) if in the United States, are dealers or other professional fiduciaries organised, incorporated in the United States that are acting for an account (other than an estate or trust) held for the benefit or account of persons that are not "U.S. Persons" (as defined in Rule 902(k) under the US Securities Act of 1933 (the "US Securities Act")), for which they have and are exercising investment discretion (within the meaning of Rule 902(k)(2)(i)) in reliance on Regulation S under the US Securities Act ("Regulation S");
- (c) if outside Australia, are persons 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 Vendor, in its sole and absolute discretion, is willing to comply), as determined by agreement between the Vendor and the Underwriter; and
- (d) in each case of (a) and (c) above, are persons that are not in the United States, in "offshore transactions", as defined and in reliance on Regulation S.

1.6 **Confirmations.** Any person that purchases Sale Securities will be required to confirm, including through deemed representations and warranties, among other things:

- (a) its status as a person who meets the requirements of clause 1.5; and
- (b) its compliance with all relevant laws and regulations in respect of the Sale (including the takeover and insider trading provisions of the Corporations Act and the FATA).

1.7 **Account Opening.** Unless this has already occurred, on the date of this Agreement, the Underwriter or its Affiliate will (where relevant) open an account in the name of the Vendor in accordance with its usual practice and do all such things as necessary to enable it to act as broker to sell the Sale Securities at the Sale Price, in accordance with this Agreement.

## 2. Settlement of Sale Securities

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2.1. **Sale and Settlement Date.** The Underwriter must procure that the Sale is effected on the Trade Date (as defined in the Timetable) by way of one or more special crossings in accordance with the ASX Settlement Operating Rules and ASX Operating Rules, at the Sale Price, with settlement to follow on a T+2 basis ("**Settlement Date**").

- 2.2. **Payment.** Subject to clause 5, by 4:00pm (Melbourne time) on the Settlement Date, the Underwriter must pay or procure the payment to the Vendor an amount equal to the Sale Price multiplied by the number of Sale Securities, less any fees payable to the Underwriter pursuant to clause 3 (together with any GST payable on those fees) by transfer to the Vendor's account for value (in cleared funds) against delivery of the Sale Securities (together, "**Sale Proceeds**").
- 2.3. **Delivery of Sale Securities.** Vendor agrees to instruct its custodian to deliver the Sale Securities held by its custodian on its behalf to the Underwriter or as the Underwriter directs.
- 2.4. **Interest in purchased Sale Securities.** If the Underwriter is required to or does purchase any Sale Securities, the Vendor specifically consents and acknowledges that the Underwriter will be acting as principal and not as agent in relation to its purchase of the Sale Securities.
- 2.5. **Obligations cease.** The Underwriter's obligations under this Agreement cease on payment of the Sale Proceeds to the Vendor in accordance with clause 2.2.

### 3. Fees and costs

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- 3.1. In consideration of performing its obligations under this Agreement, the Underwriter shall be entitled to such fees as agreed between the Underwriter and the Vendor.
- 3.2. The parties must each bear their own legal costs (if any) and their other out-of-pocket expenses (if any) in connection with this Agreement and the transactions contemplated by it.

### 4. Representations, warranties and undertakings

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- 4.1. **Representations, warranties and undertakings of the Vendor.** The Vendor represents, warrants and undertakes to the Underwriter that as at the date of this Agreement and at all times until and including the Settlement Date, that:
- (a) **(body corporate)** the Vendor is a body corporate validly existing and duly established under the laws of its place of incorporation;
  - (b) **(capacity and authority)** the Vendor has the full legal capacity, corporate authority and power to enter into this Agreement and carry out the transactions contemplated by this Agreement and no person has a conflicting right, whether contingent or otherwise, to purchase or be offered for purchase the Sale Securities, or any of them;
  - (c) **(agreement effective)** this Agreement constitutes the Vendor's legal, valid and binding obligations, enforceable against it in accordance with its terms;
  - (d) **(control)** the Vendor does not control Regis. In this clause (d) "control" has the meaning given in section 50AA of the Corporations Act;
  - (e) **(ownership)** the Vendor is the registered holder and sole legal and beneficial owner of the Sale Securities;
  - (f) **(no encumbrances)** the Vendor will transfer, in accordance with the terms of this Agreement, the full legal and beneficial ownership of the Sale Securities free and clear of all liens, charges, security interests, claims, equities and pre-emptive rights, subject to the registration of the transferee(s) in the register of securityholders of Regis;

- (g) **(ranking of Sale Securities)** the Sale Securities rank equally with all other fully paid shares in Regis for all dividends, distributions, rights and other benefits in accordance with Regis's constitution and may be offered for sale on the financial market operated by ASX without disclosure to investors under Chapter 6D or Part 7.9 of the Corporations Act;
- (h) **(quotation of Sale Securities)** the Sale Securities are quoted on the financial market operated by the ASX;
- (i) **(information provided)** to the best of the Vendor's knowledge after due and proper enquiry, all information provided by the Vendor to the Underwriter, whether verbally or in writing, in relation to the Sale, is true and correct in all material respects, contains no omissions and is not misleading or deceptive whether by omission or otherwise;
- (j) **(compliance with constitution, laws, rules, regulations and agreements)** in relation to the Sale and the performance of its obligations under this Agreement, the Vendor has complied with and will comply with Regis's constitution, its constitution, all applicable obligations under the Corporations Act, the ASX Listing Rules, FATA, any legally binding requirement of ASIC or ASX and all other applicable laws, rules and regulations and any agreements or instruments binding on it;
- (k) **(inside information)** the Vendor does not possess any "inside information" (as that term is defined in section 1042A of the Corporations Act) in relation to Regis or the Sale Securities, except information relating to the Sale, and the Sale will not result in a contravention by the Vendor (or its Affiliates) of Division 3 of Part 7.10 of the Corporations Act;
- (l) **(with respect to US securities law):**
  - (i) **(foreign private issuer)** to the Vendor's knowledge, Regis is a "foreign private issuer" (as defined in Rule 405 under the US Securities Act);
  - (ii) **(no substantial U.S. market interest)** to the Vendor's knowledge, there is no "substantial US market interest" (as defined in Regulation S) in the Sale Securities or any securities of the same class;
  - (iii) **(no directed selling efforts in the United States)** neither the Vendor nor any of its Affiliates or any person acting on behalf of any of them (other than the Underwriter or its Affiliates or any person acting on behalf of any of them, as to whom the Vendor makes no representation) has engaged or will engage in any "directed selling efforts" (as defined in Regulation S);
- (m) **(no stabilisation or manipulation)** none of the Vendor or any of its Affiliates, or any person acting on behalf of any of them (other than the Underwriter or its Affiliates or any person acting on behalf of any of them, as to whom the Vendor makes no representation), 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 securities of Regis in violation of any applicable law;
- (n) **(compliance with anti-bribery laws)** the Vendor has instituted and maintains policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with all anti-corruption laws applicable to the Sale;
- (o) **(compliance with anti-money laundering laws)** The operations of the Vendor have been conducted at all times in material compliance with applicable money laundering laws, rules and regulations, financial recordkeeping and reporting requirements where the Vendor conducts business;

- (p) **(compliance with Sanctions)** Neither the Vendor nor any director, officer or other person acting for or on behalf of the Vendor ("**Person**") is a Sanctioned Person. The Vendor will not, directly or indirectly, use the proceeds of the sale of the Sale Shares, or lend, contribute or otherwise make available such proceeds to any Person to fund or facilitate any activities or business of or with any Sanctioned Person or in any Sanctioned Country. "**Sanctioned Person**" means, at any time, (A) any Person listed in any Sanctions-related list of designated persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, or other relevant sanctions authority (B) any Person operating, organised or resident in a Sanctioned Country or, (C) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (A) or (B)), or (D) any Person otherwise the subject of any sanctions. "**Sanctions**" means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, (b) the United Nations Security Council, or other relevant sanctions authority. "**Sanctioned Country**" means, at any time, a country, region or territory which is itself the subject or target of any Sanctions; and
- (q) **(notification of breach)** the Vendor will immediately notify the Underwriter of any breach of any warranty, representation or undertaking given by it under this agreement, any material change affecting any of these warranties, representations or undertakings, or any of these warranties and representations becoming materially untrue or materially incorrect.

4.2. **Representations and warranties of the Underwriter.** The Underwriter represents and warrants to the Vendor that at the date of this Agreement and at all times until the Settlement Date, each of the following statements is true and accurate and not misleading in any way:

- (a) **(body corporate)** it is a body corporate validly existing and duly established under the laws of its place of incorporation;
- (b) **(capacity and authority)** it has the full legal capacity, corporate authority and power to enter into this Agreement and carry out the transactions contemplated by this Agreement;
- (c) **(agreement effective)** this Agreement constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms;
- (d) **(US 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 US Securities Act and that the Sale Securities may only be offered or sold in "offshore transactions" in accordance with Regulation S;
- (e) **(no directed selling efforts in the United States)** neither it nor any of its Affiliates or 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 Regulation S); and
- (f) **(notification of breach)** the Underwriter will immediately notify the Vendor of any breach of any warranty or representation given by it under this Agreement, any material change affecting any of these warranties and representations, or any of these warranties and representations becoming materially untrue or materially incorrect.



- 4.3. **Reliance.** Each party giving a representation and warranty and undertaking acknowledges that the other party has relied on the representations, warranties and undertakings in this clause 4 in entering into this Agreement and will continue to rely on these representations, warranties and undertakings in performing its obligations under this Agreement. The representations, warranties and undertakings in this clause 4 continue in full force and effect notwithstanding completion of this Agreement.
- 4.4. **Disclosure to potential purchasers.** The Vendor authorises the Underwriter to notify potential purchasers of the Sale Securities that the Vendor has made the representations, warranties and undertakings contained in clause 4.1 of this Agreement and also authorises the Underwriter to disclose the identity of the Vendor to potential purchasers.

## 5. Termination

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- 5.1. If any of the following events occurs during the "**Risk Period**" (as defined in clause 5.4), then the Underwriter may terminate its obligations under this Agreement without cost or liability to itself at any time before the expiry of the Risk Period by giving written notice to the Vendor:
- (a) **ASX actions.** ASX does any of the following:
- (i) announces that Regis will be removed from the official list of ASX or securities in the same class as the Sale Securities will be suspended from quotation, other than any announcement by ASX of a trading halt made in accordance with the Timetable or otherwise with the agreement of the Underwriter (not to be unreasonably withheld or delayed);
  - (ii) removes Regis 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 Underwriter (not to be unreasonably withheld or delayed).
- (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) **Other termination events.** Subject to clause 5.2, any of the following occurs:
- (i) **Banking moratorium.** A general moratorium on commercial banking activities in Australia, United States, Singapore or 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.
  - (ii) **Breach of Agreement.** The Vendor fails to observe or perform any of the terms and conditions of this Agreement or any representation or warranty or undertaking given or made by it under this Agreement is or becomes, untrue or incorrect.
  - (iii) **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 that affects or regulates the Sale or the Vendor's business, 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 that affects or regulates the Sale or the Vendor's business (other than a law or policy which has been announced before the date of this Agreement).

- (iv) **Markets.** Trading in all securities quoted or listed on ASX, the New York Stock Exchange, the London Stock Exchange or the Singapore Stock Exchange is suspended for 2 days on which that exchange is open for trading.
- (v) **Hostilities.** There is an outbreak or major escalation of hostilities not existing as at the date of this Agreement, whether war has been declared or not, involving one or more of any one or more of Australia, United States, Singapore or the United Kingdom.

5.2. No event listed in clause 5.1(c) entitles the Underwriter to exercise its termination rights unless, in the reasonable opinion of the Underwriter, it:

- (a) has, or could reasonably be expected to have, a material adverse effect on:
  - (i) the willingness of persons to purchase Sale Securities; or
  - (ii) the price at which securities in the same class as Sale Securities are sold on the ASX; or
- (b) gives rise to, or could reasonably be expected to give rise to, a contravention by, or liability of, the Underwriter under the Corporations Act or any other applicable law.

5.3. Where, in accordance with this clause 5, the Underwriter terminates its obligations under this Agreement:

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

5.4. For the purposes of this clause, the "Risk Period" means the period commencing on the execution of this Agreement and ending at the time of the special crossing referred to in clause 2.1.

## **6. Indemnity**

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6.1. The Vendor indemnifies each of the Underwriter and other Underwriter Persons (as defined below) and will keep each Underwriter Person indemnified from and against all Liabilities (as defined below) sustained or incurred by an Underwriter Person as a result of, directly or indirectly, or in connection with, the Sale or any breach by the Vendor of this Agreement.

6.2. The indemnity in the preceding clause does not extend to and is not to be taken as an indemnity against any Liabilities of an Underwriter Person to the extent to which any Liability is:

- (a) finally determined by a court of competent jurisdiction to have resulted directly from the fraud, recklessness, wilful default or gross negligence of or by any Underwriter Person;
- (b) a penalty or fine which an Underwriter Person is required to pay for any contravention of any law except to the extent such contravention is caused by the Vendor or its directors, officers, employees or representatives;
- (c) finally determined by a court to be an amount in respect of which the indemnity would be illegal, void or unenforceable under any applicable law,

and provided further that the indemnity in clause 6.1 does not extend to and will not be deemed to be an indemnity against any Liabilities suffered by an Underwriter Person to the extent that the Liabilities relate to any amount the Underwriter Person must pay under clause 1.1(b), including any Liabilities on resale of the Shortfall Securities.

- 6.3. The Vendor agrees that, except to the extent that the Liabilities are incurred as a result of any of the matters listed in clause 6.2, no claim may be made against any Underwriter Person and the Vendor unconditionally and irrevocably releases and discharges each Underwriter Person from any claim that may be made by it to recover from the Underwriter Person any Liabilities suffered or incurred by the Vendor arising directly or indirectly as a result of or in connection with the participation of that Underwriter Person in the Sale. Notwithstanding anything in this Agreement, the Vendor further agrees that, no claim may be made by it against any officer, employee, adviser or agent of the Underwriter or any officer, employee, adviser or agent of a related body corporate of the Underwriter (together, the "**Released Parties**"), and the Vendor unconditionally and irrevocably releases and discharges each Released Party from any claim that may be made by them, to recover from any Released Party any Liability incurred or sustained by the Vendor arising directly or indirectly as a result of the participation of that Released Party in the Sale.
- 6.4. Each of the Vendor and the Underwriter must not settle any action, demand or claim to which the indemnity in clause 6.1 relates without the prior written consent of the Vendor, or the Underwriter (as applicable), such consent not to be unreasonably withheld or delayed.
- 6.5. Subject to clause 6.6, the parties agree that if for any reason the indemnity in clause 6.1 is unavailable or insufficient to hold harmless any Underwriter Person against any Liabilities for which the Underwriter Person is stated to be indemnified (other than expressly excluded), the respective proportional contribution of the Vendor and the Underwriter Persons in relation to the relevant Liabilities will be as agreed, or failing agreement as determined by a court of competent jurisdiction.
- 6.6. The Vendor agrees with each of the Underwriter Persons that in no event will the Underwriter Persons be required to contribute under clause 6.5 any Liabilities, in aggregate, in an amount that exceeds the aggregate of the fees paid to the Underwriter under this agreement.
- 6.7. If an Underwriter Person pays an amount in relation to Liabilities where it is entitled to contribution from the Vendor under clause 6.5, the Vendor agrees promptly to reimburse the Underwriter Person for that amount.
- 6.8. If the Vendor pays an amount to the Underwriter Persons in relation to Liabilities where it is entitled to contribution from the Underwriter Persons under clause 6.5, the relevant Underwriter Persons agree to promptly reimburse the Vendor for that amount.
- 6.9. The indemnity in clause 6.1 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 Underwriter to incur expense or make payment before enforcing that indemnity.
- 6.10. The Vendor agrees that the Underwriter holds the benefits of clause 6 for itself and on trust for each of the other Underwriter Persons.

## **7. Announcements**

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- 7.1. Subject to clause 8.1, the Vendor and the Underwriter will consult each other in respect of any material public releases by any of them concerning the Sale.

- 7.2. For the avoidance of doubt, the Vendor acknowledges that the Underwriter may, after completion of the special crossing(s) on the Trade Date under clause 2.1, describe or refer to its involvement in the Sale in any pitch, case study, presentation or other similar marketing materials which the Underwriter uses as part of its ordinary course investment banking and/or capital markets business, provided that the content is consistent with other publicly available information or otherwise free from restrictions as to its use.

## 8. Confidentiality

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- 8.1. Each party agrees to keep the terms and subject matter of this Agreement confidential for a period of 12 months after the date of this Agreement, except:
- (a) where disclosure is required by applicable law, a legal or regulatory authority or the ASX Listing Rules;
  - (b) where disclosure is made to an Affiliate of the party or an adviser or to a person who must have access to the information for the purposes of the Agreement, on the basis that the Affiliate, adviser or other person keeps the information confidential; and
  - (c) where disclosure is reasonably necessary in connection with any actual or potential claim or investigation or judicial or administrative process involving that party in relation to the Sale.

## 9. Miscellaneous

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- 9.1. **Entire agreement.** This Agreement, account opening and client documentation completed by the Vendor, any separate agreement relating to fees and the Underwriter's Terms of Business as provided to the Vendor ("**Terms**"), constitute the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that matter. To the extent of any inconsistency between the terms of this agreement and the Terms, this agreement prevails.
- 9.2. **Jurisdiction.** The laws of the state of Victoria govern this Agreement. Each party agrees to submit to the non-exclusive jurisdiction of the courts of that State and waives any right to claim that those courts are an inconvenient forum.
- 9.3. **Continuing obligations.** Each indemnity made in this Agreement is a continuing obligation which continues in full force after the date of the cessation of this Agreement.
- 9.4. **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.
- 9.5. **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.
- 9.6. **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 (such as any indemnity) or having effect after the termination of this Agreement for whatever reason remains in full force and effect and is binding on that party.

- 9.7. **No assignment.** The Vendor must not assign its rights or obligations under this Agreement without the prior written consent of the Underwriter.
- 9.8. **Conflict of interest.** A party's rights and remedies under this Agreement may be exercised even if this involves a conflict of duty or the party has a personal interest in their exercise.
- 9.9. **Remedies cumulative.** The rights and remedies of a party provided in this Agreement are in addition to other rights and remedies given by law independently of this Agreement.
- 9.10. **Notices.** Any notice, approval, consent, agreement, waiver or other communication in connection with this Agreement must be in writing and sent to a party at the address for that party set out in this Agreement, marked for the attention of any individual signing this Agreement on behalf of that party (or as otherwise notified by that party).
- 9.11. **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, jointly and severally; and
  - (e) all references to time are to Melbourne, Victoria, Australia time.
- 9.12. **Definitions.** In this Agreement:
- (a) an "**Affiliate**" of any person means any other person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such 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.
  - (b) "**ASIC**" means the Australian Securities and Investments Commission.
  - (c) "**ASX**" means ASX Limited and also, as the context requires, the securities market operated by ASX.
  - (d) "**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 Melbourne, Australia.
  - (e) "**Underwriter Person**" means each of the Underwriter, its related bodies corporate and their respective directors, officers, employees, agents and advisers.

(f) **"Liabilities"** means any losses, claims, demands, damages or liabilities.

(g) **"related bodies corporate"** has the meaning defined in the Corporations Act.

9.13. **Counterparts.** This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one agreement. A party may sign this Agreement or any counterpart by facsimile or PDF, and the facsimile or PDF shall be accepted as an original.

9.14. **No fiduciary relationship.** The parties acknowledge and agree that (A) this Agreement and the performance of this Agreement, (B) any prior relationship between the parties, or (C) any services provided or representations made by the Underwriter to the Vendor in connection with the Sale or otherwise prior to the date of this Agreement, do not represent or imply any fiduciary relationship or any other category of commercial relationship recognised at law or in equity as giving rise to forms of specific rights and obligations, except the contractual rights expressly set out in this Agreement. In providing the services under this Agreement, the Underwriter will be acting solely pursuant to a contractual relationship with the Vendor on an arm's length basis and will not be acting as fiduciary to the Vendor or any other person. By entering into this Agreement the Vendor will be deemed to have provided its informed consent to the exclusion of any such fiduciary relationship or duty.

9.15. **Investment banking activities.** The Vendor acknowledges that the Underwriter and its related bodies corporate and Affiliates ("**Underwriter Group**") comprise a full service securities firm and commercial bank engaged in securities trading and brokerage activities, as well as providing investment banking, asset management, financing, and financial advisory services and other commercial and investment banking products and services to a wide range of companies and individuals. In the ordinary course of these activities, the Underwriter Group and Underwriter Group employees and officers may at any time hold long or short positions, and may trade or otherwise effect transactions, for its own account or the accounts of customers, in debt or equity securities or senior loans or other financial products of the Vendor, Regis or any other party that may be involved in the Sale and the Vendor hereby consents to the Underwriter Group and Underwriter Group employees and officers undertaking such activities (A) without regard to the relationship with the Vendor established by this Agreement, and (B) regardless of any conflict of interest (whether actual, perceived or potential) that may arise as a result of such activity.

9.16. **GST.** The Vendor must pay to the Underwriter any goods and services tax, value added tax or other similar tax ("**GST**") payable by the Underwriter or an associated entity as a result of a supply made by the Underwriter under or in connection with this Agreement. Any fee or other consideration for supplies made under or in connection with this Agreement are agreed to be exclusive of GST unless expressly provided to be inclusive of GST. The Underwriter must provide to the Vendor a valid tax invoice as a precondition to payment and any amount payable under this clause must be paid with 7 days of receipt of the tax invoice.

9.17. **Withholding tax.**

(a) If the Underwriter is compelled by any applicable law to deduct any withholding, including pursuant to a Withholding Notice, the Underwriter will:

- (i) withhold such amounts or make such payments as are required by applicable law and remit to the relevant government authority;
- (ii) provide the Vendor with written advice of the requirement, amount and timing of such withholding or payment;
- (iii) within forty-eight (48) hours of receipt, provide the Vendor with any copies of any available instructions or directions from any government authority

under which sums are withheld and of any available receipts for amounts withheld or other evidence of sums withheld as reasonable required by the Vendor; and

- A. the Vendor will have no claim against and hereby release the Underwriter from and in respect of any sum of money lawfully withheld pursuant to this clause; and
  - B. the parties will provide such information and documentation as each party may reasonably require for the purposes of this clause.
- (b) Notwithstanding anything to the contrary in this clause, the Underwriter shall pay to the Vendor within 10 Business Days of receipt, any withholding amounts released or refunded that were previously withheld or paid, including pursuant to a Withholding Notice, under this Agreement. For the purposes of this clause 9.17.
- (c) **"Withholding Notice"** means a notice pursuant to section 255 of the Income Tax Assessment Act 1936 (Cth) or section 260-5 of the Taxation Administration Act 1953 (Cth).

#### 9.18. CGT Withholding.

- (a) For the purposes of subsection 14-225(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth), by entering into this Agreement, the Vendor declares that, for the period beginning from the date of this Agreement until, and including, the Settlement Date, that the Vendor is, and will be, an Australian resident.
- (b) The Underwriter acknowledges and agrees that:
  - (i) clause 9.18(a) constitutes a declaration for the purposes of sections 14-210(3) and 14-225(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth), given by the Vendor to the Underwriter; and
  - (ii) in relation to any Sale Securities purchased by the Underwriter and in reliance on the declaration in clause 9.18(a), the Underwriter will not:
    - (A) withhold any amount in relation to a CGT Withholding Amount from any payments to be made to the Vendor; or
    - (B) pay a CGT Withholding Amount to the Commissioner, in connection with this Agreement.
- (c) For the purposes of this clause 9.18:
  - (i) **CGT Withholding Amount** means amounts, if any, determined under section 14-200(3) of Schedule 1 to the Taxation Administration Act 1953 (Cth) which may be payable to the Commissioner under section 14-200(1) of Schedule 1 to the Taxation Administration Act 1953 in respect of the Sale Securities that are sold under the Sale; and
  - (ii) **Commissioner** means the Commissioner of Taxation of Australia.

#### 9.19. Trustee limitation of liability. Subject to clause 9.20:

- (a) the rights of the Underwriter and its Affiliates in contract, tort or under statute in connection with this Agreement are exercisable against Ashburn only in its capacity as trustee of the Dorman Family Trust;
- (b) Ashburn is bound by this Agreement only in its capacity as trustee of the Dorman Family Trust, and in no other capacity; and
- (c) the Underwriter and its Affiliates must not make any demand, or commence any action or proceeding of any nature (including (without limitation) appoint a liquidator, administrator, receiver or similar person to Ashburn or prove in any liquidation, administration or similar arrangement affecting Ashburn) that is inconsistent with the limitation of liability of Ashburn under this clause.

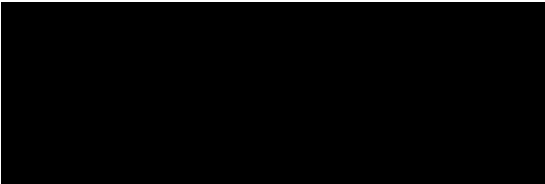
9.20. **Ashburn breach.** Clause 9.19 does not apply to the extent that the liability of Ashburn to the Underwriter and its Affiliates is not recoverable because, under the terms of the constitution of the Dorman Family Trust or by operation of law, the entitlement of Ashburn to be indemnified out of the assets of the Dorman Family Trust is reduced as a result of its:

- (a) negligence, deceit, breach of duty, fraud or breach of trust; or
- (b) failure to properly perform its duties.

Yours sincerely

**Signed** on 28 July 2025  
for **Jarden Australia Pty Ltd**

by authorised signatory in the presence of:



Signature of Authorised Signatory



Signature of Witness



Name (please print)



Name (please print)

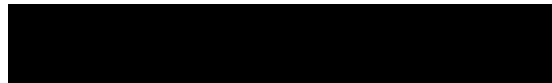


**Accepted for and on behalf of Ashburn Pty Ltd ACN 005 883 438 as trustee of the Dorman Family Trust:**

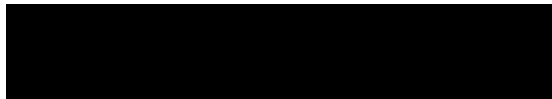
**Signed** on 28 July 2025



Signature of Director



Name of Director (please print)



Signature of Director / Company Secretary



Name of Director / Company Secretary (please print)

**SCHEDULE 1**

**Timetable**

<b>Event</b>	<b>Date</b>
<b>Clause 2.1:</b> Trade Date	29 July 2025 (T)
<b>Clause 2.1:</b> Settlement Date	31 July 2025 (T+2)