

CONFIDENTIALITY DEED POLL

SIRCEL LIMITED

**(RECEIVERS AND MANAGERS APPOINTED)
(ADMINISTRATORS APPOINTED)**

A.C.N. 009 815 605

SIRCEL RECYCLING PTY LIMITED

**(RECEIVERS AND MANAGERS APPOINTED)
(ADMINISTRATORS APPOINTED)**

A.C.N. 644 020 280

SIRCEL REFINING PTY LIMITED

**(RECEIVERS AND MANAGERS APPOINTED)
(ADMINISTRATORS APPOINTED)**

A.C.N. 643 658 360

(“the Providers”)

**RICHARD ALBARRAN, CAMERON SHAW, BRENT KIJURINA AND ROBERTO CRISPINO
of Hall Chadwick
in their capacities as joint and several receivers and managers of the Providers**

(“the Receivers”)

**Hall Chadwick Chartered Accountants
Level 40, 2 Park Street, Sydney
NSW 2000 Australia**

ADELAIDE
Suite 201 Level 2
147 Pirie Street
Adelaide SA 5000
T: +61 8 8545 8422

BRISBANE
Level 4
240 Queen Street
Brisbane QLD 4000
T: +61 7 2111 7000

DARWIN
Paspalis Business Centre
Level 1 Suite 11
48-50 Smith Street
Darwin NT 0800
T: +61 8 8943 0645

MELBOURNE
Level 14
440 Collins Street
Melbourne VIC 3000
T: +61 3 9820 6400

PERTH
Allendale Square
Level 11
77 St Georges Terrace
Perth WA 6000
T: +61 8 6557 6200

SYDNEY
Level 40
2 Park Street
Sydney NSW 2000
T: +61 2 9263 2600

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Professional Standards Legislation
Hall Chadwick (NSW) Pty Ltd
ABN: 32 103 221 352

THIS DEED IS MADE ON THE

DAY OF

2025

IN FAVOUR OF

Sircel Limited (A.C.N 009 815 605) (Receivers and Managers Appointed) (Administrators Appointed), Sircel Recycling Pty Limited (A.C.N 644 020 280) (Receivers and Managers Appointed) (Administrators Appointed), Sircel Refining Pty Limited (A.C.N 643 658 360) (Receivers and Managers Appointed) (Administrators Appointed) ("the **Providers**")

C/o- Hall Chadwick Chartered Accountants, Level 40, 2 Park Street, Sydney, NSW 2000

AND

Richard Albarran, Cameron Shaw, Brent Kijurina and Roberto Crispino of Hall Chadwick, Level 40, 2 Park Street, Sydney, NSW 2000 in their capacities as joint and several receivers and managers of the Providers ("the **Receivers**")

BY

Name

A.C.N

Address

("the **Recipient**")

RECITALS

- A. The Recipient has requested the Providers provide Confidential Information to the Recipient for the Purpose.
- B. The Recipient has authority and power to enter into and perform its obligations under this deed.
- C. The Providers have agreed to provide Confidential Information subject to the Recipient's compliance with its obligations under this deed .

AGREEMENTS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

1.1.1 In this Deed, unless the context indicates to the contrary, then:

"Confidential Information" means all information disclosed by the Providers to the Recipient relating to the Providers, their property and dealings and includes:

- (a) all documents provided to the Recipient or its Personnel or any person nominated by them on, before or after the date of this deed;
- (b) all statements made to the Recipient or its Personnel by the Providers or their Personnel on, before or after the date of this deed;
- (c) all information provided to the Recipient or its Personnel by the Providers or their Personnel on, before, or after the date of this deed;
- (d) notes and other records prepared by the Recipient based on or incorporating the information referred to in any of paragraphs (a) to (c);
- (e) all information referred to in any of paragraphs (a) to (d) whether or not in material form and whether disclosed before or after the date of this deed.

"Personnel" means, in respect of a party, any director, secretary, employee, agent, consultant, or

advisor (including without limitation financial and legal) of that party and any Related Body Corporate or other related entity of that party who may come in contact with the Confidential Information.

“Purpose” means the purpose of allowing the Recipient to consider a potential transaction with one or more of the Providers involving a recapitalisation or sale and purchase of all or part of the Providers’ business and/or property (or any combination thereof).

“Receiver Related Parties” means the Receivers’:

- (a) present and future firm or firms, officers, partners, directors, managers and employees, any successor or merged firm or partnership and the shareholders, officers, partners, directors, managers and employees of any such entity or partnership; and
- (b) financial, tax, accounting or legal advisers or other expert advisers.

“Related Body Corporate” has the meaning given to that term by Section 50 of the *Corporations Act 2001* (Cth).

- 1.1.1 Where any word or phrase is given a defined meaning any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

1.2 Interpretation

- 1.2.1 A reference to Confidential Information means all or any part of it.
- 1.2.2 A reference to this deed includes the recitals to this deed and where amended means this deed as so amended.
- 1.2.3 Unless the context otherwise requires a word which denotes:
 - (a) the singular includes the plural and vice versa;
 - (b) any gender includes the other genders; and
 - (c) a person includes an individual, a body corporate and a government.
- 1.2.4 Unless the context otherwise requires a reference to a clause is a reference to a clause of this deed.

2. CONFIDENTIALITY

- 2.1 The Recipient acknowledges that:
 - (a) the Confidential Information remains at all times the property of the Providers;
 - (b) any Confidential Information given to it prior to the making of this deed was given to it on the condition that it be kept in strict confidence;
 - (c) the disclosure of Confidential Information to any other person would be detrimental to the interests of the Providers; and
 - (d) the right to maintain the confidentiality of the Confidential Information constitutes a proprietary right which the Providers are entitled to protect.
- 2.2 The Recipient acknowledges that:
 - (a) the fact that discussions or negotiations have occurred, are occurring or may occur between the Providers, the Receivers and the Recipient or any of their Representatives in relation to the Purpose; and
 - (b) the existence and terms of this deed are strictly confidential and must not be disclosed except as permitted under this deed.

3. Protection of Confidential Information

3.1 The Recipient must:

- (a) keep confidential all Confidential Information;
- (b) use all Confidential Information solely for the Purpose;
- (c) not copy or record in any other form any part of the Confidential Information except as is strictly necessary for the Purpose;
- (d) take or cause to be taken all such precautions as may be reasonably necessary to maintain the confidentiality of the Confidential Information at all times;
- (e) at the request at any time of the Providers, or their Personnel, return, delete or destroy Confidential Information in its possession or control; and
- (f) not use or attempt to use Confidential Information for the Recipient's own direct or indirect advantage or gain (other than for the Purpose) or in any manner which may cause or be calculated to cause injury or loss to the Providers or any of their Personnel.

3.2 Regarding the Recipient's Personnel, the Recipient must:

- (a) not convey any Confidential Information to Personnel of the Recipient unless, before disclosing any Confidential Information, the Personnel has been given a copy of this deed;
- (b) only disclose or permit the disclosure of Confidential Information to the Recipient's Personnel to the extent it is necessary for the Recipient's Personnel to perform their duties for the Purpose;
- (c) ensure that its Personnel to whom Confidential Information has been disclosed keep that information confidential and do not do anything which, if done by the Recipient, would be a breach by the Recipient of this deed; and
- (d) on request by the Providers, provide written notice to the Providers of the identity of any Personnel that have received, or are to receive, the Confidential Information.

3.3 The obligations of the Recipient under this clause 3 do not apply to any Confidential Information which:

- (a) the Recipient can prove was already in its possession at the time of disclosure to it and was not acquired directly or indirectly in breach of an obligation of confidence or under an obligation of confidence;
- (b) the Recipient was required to disclose by law; or
- (c) is in the public domain other than because of a breach of this deed or release of information into the public domain by any person without the consent and authority of the Providers,

provided that the Recipient must only disclose the minimum amount of information necessary to comply with the requirement and, to the extent permitted by law must:

- (d) promptly notify the Providers of the requirement to disclose the Confidential Information and provide details of the circumstances of the proposed disclosure; and
- (e) consult with the Providers as to the form of disclosure to be made and take account of any reasonable comments.

3.4 Clause 3.1(e) does not:

- (a) apply to the Recipient's directors' papers or the minutes of the Recipient's board or any committee of that board;

- (b) require the Recipient to delete Confidential Information stored on its computer backup media, for bona fide back-up, security and data recovery purposes, provided that no attempt is made to recover it from such servers or back up sources other than as required by law, the rules of any applicable professional standards, or applicable insurance policies; or

provided that such documents referred to in this clause are not subsequently used or retained other than for their primary purpose.

3.5 The obligations of confidentiality under this deed continue to apply to the Recipient even if:

- (a) the Purpose is completed or terminated; and
- (b) the Recipient has returned, destroyed or deleted the Confidential Information in accordance with 3.1(e).

4. INDEMNITY

4.1 The Recipient acknowledges that any breach of this deed may cause damage to the Providers and their Personnel and that monetary damages may not be an adequate remedy for any breach of this deed and that the Providers may seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this deed.

4.2 The Recipient indemnifies and must keep indemnified the Providers, their Personnel, the Receivers and the Receiver Related Parties against any claim, liability, action, loss damages, costs, and expenses (including legal costs on a solicitor and client basis), sustained by any of them arising directly or indirectly from:

- (a) a breach of the terms of this deed by the Recipient;
- (b) a breach of the terms of this deed by a Personnel of the Recipient as if the Personnel were a party to this deed assuming the same obligations as the Recipient to the Providers in respect of the Confidential Information; or
- (c) any negligent act or omission on the part of the Recipient's Personnel in respect of the Confidential Information.

4.3 The indemnities in this document are continuing obligations, independent from the other obligations of the Recipient under this document, and continue after this document ends. It is not necessary for the Providers, their Personnel, the Receivers or the Receiver Related Parties to incur any expense or make a payment before enforcing a right of indemnity under this document.

5. ENFORCEABILITY

5.1 The Recipient acknowledges that the Providers are entitled to institute appropriate proceedings including but not limited to:

- (a) restraining any breach or anticipated breach of this deed by an injunction or similar remedy; or
- (b) recovering damages arising out of any breach of this deed; and/or
- (c) both restraining any such breach and recovering such damages.

6. OWNERSHIP OF CONFIDENTIAL INFORMATION

6.1 The Recipient acknowledges that this deed does not convey any interest of a proprietary or any other nature in the Confidential Information to the Recipient, or to any other person to whom the Recipient is permitted to disclose the Confidential Information in accordance with this deed.

7. NO REPRESENTATIONS FOR ACCURACY

7.1 The Recipient acknowledges that:

- (a) none of the Providers, their Personnel, the Receivers nor the Receiver Related Parties have made or make any representation or warranty, express or implied, as to the accuracy, content or completeness of the Confidential Information;
- (b) none of the Providers, their Personnel, the Receivers nor the Receiver Related Parties are under any obligation to notify the Recipient, or provide any further information to the Recipient, if any of them becomes aware of any inaccuracy, incompleteness or change in the Confidential Information;
- (c) it will make its own assessment of all Confidential Information and satisfy itself as to the accuracy, content or completeness of that information, including any financial information, statements of opinion or forecasts; and
- (d) nothing in the Confidential Information constitutes a recommendation, offer or deed with respect to the Purpose.

7.2 To the maximum extent permitted by law, neither Providers, their Personnel, the Receivers nor the Receiver Related Parties are liable in any way for, and the Recipient (for itself and each Personnel) unconditionally and irrevocably releases the Providers, their Personnel, the Receivers and the Receiver Related Parties from any liability for any loss of any kind arising from any error, inaccuracy, incompleteness or other similar defect in the Confidential Information, or arising from the use, disclosure or reliance by any person on any of the Confidential Information, and whether or not the loss results from or arises out of or in connection with any negligence, misrepresentation or default of the Providers or their Personnel.

8. LIABILITY

8.1 To the maximum extent permitted by law, the Providers, their Personnel, the Receivers and the Receiver Related Parties disclaim all liability for any loss, damage (whether foreseeable or not), expense or costs directly or indirectly suffered by any person using, disclosing or acting on any Confidential Information and whether the liability results from any negligence, default or lack of care on the part of the Providers and/or their Personnel, or from any misrepresentation or any other cause.

8.2 The Recipient releases the Providers, their Personnel, the Receivers and the Receiver Related Parties from any liability which (notwithstanding clause 8.1) may arise, whether directly or indirectly, in relation to, in connection with, or as a result of, the provision of the Confidential Information, any reliance placed by any person on any Confidential Information or the non-disclosure of any information, including any liability resulting from any negligence, default or lack of care on the part of the Providers or their Personnel, or from any misrepresentation or any other cause.

8.3 The Recipient acknowledges and agrees that:

- (a) the Receivers were jointly and severally appointed as receivers and managers of the Providers on 31 October 2025;
- (b) the Receivers are acting as agents of the Providers and are not acting personally;
- (c) the Receivers and the Receiver Related Parties will not incur any personal liability whatsoever (and the Recipient releases the Receivers and the Receiver Related Parties personally and covenants not to sue the Receivers and the Receiver Related Parties personally) in respect of any claim, action, suit, loss, damage, cost or expense suffered or incurred by the Recipient or any other person arising out of this deed or the transactions contemplated in it, the Purpose, this deed, the Confidential Information or reliance on the Confidential Information or any instrument or transaction entered into in connection with this deed; and
- (d) if, despite paragraph (c), the Receivers incur any personal liability, the Receivers' liability is limited to the extent to which the Receivers are entitled to be indemnified for that liability out of the assets of the Providers.

- 8.4 The Recipient acknowledges and agrees that:
- (a) the Providers have sought and obtained this waiver as agent for and on behalf of their Personnel and holds the benefit of this clause 8 as trustee for them;
 - (b) the Receivers have sought and obtained this waiver as agent for and on behalf of the Receiver Related Parties and hold the benefit of this clause 8 as trustee for them; and
 - (c) the provisions of this clause 8 may be enforced by the Providers or the Receivers (as applicable) on behalf of and for the benefit of the Providers' Personnel or Receiver Related Parties (as applicable) and those Personnel or Receiver Related Parties (as applicable) may plead this clause 8 in answer to any claim made by the Recipient against them.
- 8.5 This clause 8 will continue and survive notwithstanding this document being terminated.

9. GOVERNING LAW

This deed shall be governed by and construed in accordance with the laws of New South Wales, Australia and the Recipient hereby submits itself to the jurisdiction of the Court of that State.

10. NO ASSIGNMENT

The Recipient must not assign any of its rights or obligations under this deed without the written consent of the Provider.

11. NO WAIVER

No waiver or other indulgence granted by the Providers to the Recipient shall in any way discharge or relieve the Recipient from any obligation under this deed.

12. NO VARIATION

No variation of this deed shall be of any binding force, unless it is made in writing and signed by the Providers and the Receivers.

13. SEVERABILITY

Each provision of this deed shall be severable if found invalid, and this deed shall be read as if any provision of this deed which is void or which could render this deed void were excluded.

14. COUNTERPART

This deed may be executed in any number of counterparts, with each counterpart sent to the other party by mail or email, and, if so, all those counterparts taken together constitute one binding document.

15. GENERAL

- 15.1 If the Providers and/or their Personnel do not exercise a right, power or remedy in connection with this document fully or at a given time they may still exercise it later.
- 15.2 The Providers and/or their Personnel may give their approval or consent under this document conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this document expressly provides otherwise.
- 15.3 The rights and remedies provided in this document are in addition to other rights and remedies given by law independently of this document.
- 15.4 This document constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

Executed as a deed poll in favour of the Providers and the Receivers.

Executed as a deed.

Signed, sealed and delivered by _____ in
accordance with section 127 of the
Corporations Act 2001 (Cth) by:

Signature of director

Signature of director

Name of director

Name of director

Signature of director

Name of director