COGNIKIN PTY LTD

Share Sale Deed — 105,000 Shares in Superior Bin Solutions Pty Ltd (Scaldanbrager to AWC Group Holdings)

Reference: SBS-SP-SALEDEED
16 June 2026

Share Sale Deed

105,000 ordinary shares in Superior Bin Solutions Pty Ltd (ACN 691 623 444)

Parties

1. **Scaldanbrager Pty Ltd** (ACN 629 019 996) as trustee for the **Barzillai Superannuation Fund**, C/- Accru Melbourne Pty Ltd, 50 Camberwell Road, Hawthorn East VIC 3123 (**"Seller"**).
2. **AWC Group Holdings Pty Ltd** (ACN 695 044 323) of Unit 3, 10 Vine Street, Clayfield QLD 4011 (**"Buyer"**).
3. **Superior Bin Solutions Pty Ltd** (ACN 691 623 444) of Unit 3, 10 Vine Street, Clayfield QLD 4011 (**"Company"**).

Background

A. The Seller is the registered holder and beneficial owner of 105,000 fully paid ordinary shares in the Company (the **"Sale Shares"**), being 5% of the issued capital.

B. The Seller has agreed to sell, and the Buyer has agreed to buy, the Sale Shares free of encumbrances on the terms of this deed.

Operative Provisions

1. Sale and purchase

The Seller sells the Sale Shares to the Buyer, and the Buyer buys the Sale Shares, free from all encumbrances and with all rights attached, with effect from Completion.

2. Purchase price

The purchase price for the Sale Shares is **$105,000.00** (the **"Purchase Price"**), being $1.00 per Sale Share. The Buyer must pay the Purchase Price in cleared funds at Completion to the bank account nominated in writing by the Seller (being an account of the Barzillai Superannuation Fund).

3. Completion

Completion takes place when: (a) the Seller delivers a duly executed instrument of transfer of the Sale Shares and the related share certificate (or an executed indemnity for any lost certificate); (b) the continuing members deliver their executed consent and waiver of pre-emptive rights; (c) the Company resolves to register the transfer; and (d) the Buyer pays the Purchase Price. The Company must, promptly after Completion, register the transfer, cancel the Seller's certificate, issue a new certificate to the Buyer, update the register of members, and procure lodgement of ASIC Form 484.

4. Seller's warranties

The Seller warrants, at the date of this deed and at Completion, that: (a) it is the registered holder and beneficial owner of the Sale Shares; (b) the Sale Shares are fully paid and free from encumbrances; (c) it has full power and authority (and all necessary trustee authority) to sell the Sale Shares; and (d) on Completion the Buyer will acquire full legal and beneficial title to the Sale Shares.

5. Buyer's warranties

The Buyer warrants that it has full power and authority to enter into and perform this deed, and that it will accede to the Shareholders Agreement as a Group A member on Completion.

6. Mutual release

With effect from Completion, the Seller (and the members of the Barzillai Superannuation Fund) on the one part, and the Company and the Buyer on the other part, **mutually release and discharge** each other from all claims, demands and liabilities of any kind arising out of or in connection with the Seller's shareholding in the Company, the Shareholders Agreement, and the Seller's involvement in the Company, **except** for: (a) the obligations under this deed; and (b) any continuing confidentiality, restraint or non-disparagement obligations expressed to survive. This release does not extend to fraud or any liability that cannot be released at law.

7. Continuing obligations

The Seller and its controllers acknowledge that any confidentiality and restraint of trade obligations in the Shareholders Agreement that are expressed to continue after a member ceases to hold shares remain in force in accordance with their terms.

8. Tax and duty

Each party bears its own tax. The Seller is responsible for any capital gains tax of the Barzillai Superannuation Fund arising on the sale. The parties understand that no Queensland transfer (stamp) duty is payable on the transfer of shares in the Company; the Company's adviser will confirm and, if any duty is assessed, the Buyer will pay it.

9. General

This deed is governed by the laws of Queensland. It may be executed in counterparts, including by electronic signature, and constitutes the entire agreement between the parties in relation to its subject matter.

Execution (as a deed)

SELLER — SCALDANBRAGER PTY LTD (ACN 629 019 996) ATF the Barzillai Superannuation Fund
Signed by Scott Paterson (Director).

BUYER — AWC GROUP HOLDINGS PTY LTD (ACN 695 044 323)
Signed by Nicholas John Wells (Director) and Travis John Sheil (Director).

COMPANY — SUPERIOR BIN SOLUTIONS PTY LTD (ACN 691 623 444)
Signed by Nicholas John Wells (Director) and Donald James Paterson (Director).

Superior Bin Solutions Pty Ltd · ACN 691 623 444.