

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Qube Holdings Limited
ACN 149 723 053

1. Details of substantial holder (1)

Name Qube Holdings Limited (**Qube**) and each of its subsidiaries (as defined under the *Corporations Act 2001* (Cth) (the **Corporations Act**))
ACN 149 723 053

The holder became a substantial holder on 16 / 02 / 2026

2. Details of voting power

The total number of votes attached to all the voting shares or interests in the company, scheme or fund 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	Person's votes (5)	Voting power (6)
Fully paid ordinary shares	266,762,672	266,762,672	15.07%

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
Qube	Qube has a relevant interest in the securities under section 608(1) of the Corporations Act by virtue of having the power to exercise, or control the exercise of, a right to vote attached to the securities and the power to dispose of, or control the exercise of a power to dispose of, the securities, pursuant to the voting deed between Qube and UniSuper Limited (ACN 006 027 121) as trustee for the UniSuper Fund (UniSuper) (the Voting Deed), a copy of which is set out in Annexure A to this form.	266,762,672 fully paid ordinary shares

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
UniSuper	BNP Paribas Nominees Pty Limited (BNP Paribas)	UniSuper	266,762,672 fully paid ordinary shares

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
Not applicable			

6. Associates

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

Name and ACN/ARSN/APFRN (if applicable) and NFPFRN (if applicable)	Nature of association
Not applicable	

7. Addresses

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

Name	Address
Qube	Level 27, 45 Clarence Street, Sydney NSW 2000
UniSuper	Level 1, 385 Bourke Street, Melbourne VIC 3000
BNP Paribas	60 Castlereagh Street, Sydney NSW 2000

Signature

print name William Hara capacity General Counsel and Company Secretary
 sign here  date 16 / 02 / 2026

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 or interests in the company, scheme or fund (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, scheme or fund 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 otherwise, 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.

Annexure A

This is Annexure A of eight pages referred in the accompanying Form 603: Notice of initial substantial holder dated 16 February 2026 in relation to Qube Holdings Limited (ACN 149 723 053).

Signature

print name William Hara capacity General Counsel and Company Secretary
sign here  date 16 / 02 / 2026

This Voting Deed is made on 16 February 2026

Parties

- 1 **UniSuper Limited** (ACN 006 027 121) as trustee for the superannuation fund known as UniSuper established by trust deed dated 24 December 1982, as amended from time to time, of Level 1, 385 Bourke Street, Melbourne, Victoria 3000 (**UniSuper**).
- 2 **Qube Holdings Limited** (ABN 14 149 723 053) registered in Victoria of Level 27, 45 Clarence Street, Sydney NSW 2000 (**Qube**).

Recital

- A UniSuper has a relevant interest in Qube Shares which includes the Relevant Securities. UniSuper has undertaken in favour of Qube to vote in favour of the Scheme and not to dispose of the Relevant Securities, subject to and on the terms and conditions of this Deed.

It is agreed as follows.

1 Definitions and Interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

ACCC means the Australian Competition and Consumer Commission.

ASIC means the Australian Securities and Investments Commission.

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

Bidder means Rubik Australia Pty Limited (ACN 694 531 792).

Business Day means a business day as defined in the ASX Listing Rules and which is not a Saturday, Sunday or a public holiday or bank holiday in Sydney, Australia.

Corporations Act means the *Corporations Act 2001* (Cth), as amended by any applicable ASIC class order, ASIC legislative instrument or ASIC relief.

Effective has the meaning given to it in the SID.

Encumbrance means a mortgage, charge, pledge, lien, encumbrance, security interest, title retention, preferential right, trust arrangement, contractual right of set-off, or any other security agreement or arrangement in favour of any person, whether registered or unregistered, including any Security Interest.

FIRB means the Australian Foreign Investment Review Board.

Government Agency means any Australian or foreign government or governmental, semi-governmental or judicial entity or authority. It also includes any government minister (and his or her delegate), any self-regulatory organisation established under statute or any securities exchange and, for the avoidance of doubt, includes ASIC, ASX, FIRB, ACCC and equivalent bodies in jurisdictions outside Australia.

HoldCo means Rubik Australia Holdings Pty Limited (ACN 694 529 149).

Investor Agreement Documents means the following documents in the form provided to UniSuper immediately prior to execution of this Deed (or as such documents may be

subsequently amended on or prior to the date of implementation of the Scheme with the written consent of UniSuper):

- (a) constitution of HoldCo;
- (b) constitution of the Bidder; and
- (c) a term sheet in relation to the shareholders deed to be entered into between the investors in HoldCo (including UniSuper) if the Scheme becomes Effective.

Laws means statutes, enactments, acts of legislature or the parliament, laws, regulations, ordinances, notifications, rules, judgments, orders, decrees, by-laws, approvals from the concerned authority (including a Government Agency), resolutions, directives, guidelines, policies, requirements, or other governmental restrictions or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any concerned Government Agency having jurisdiction over the matter in question.

Qube Board means the board of directors of Qube.

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

Relevant Securities means 266,762,672 Qube Shares held on behalf of UniSuper as at the date of this Deed.

SID means the scheme implementation deed between the Bidder and Qube entered into on or about the same time that this Deed is entered into.

Scheme means the proposed the scheme of arrangement under Part 5.1 of the Corporations Act between Qube and the Scheme Shareholders (as defined in the SID) (as holders of Qube Shares) subject to any alterations or conditions made or required by the Court (as defined in the SID) under subsection 411(6) of the Corporations Act and agreed to in writing by the Bidder and Qube, annexed to the SID.

Scheme Meeting means the proposed meeting (or meetings) to approve the Scheme.

Security Interest has the meaning given in section 51A of the Corporations Act.

Superior Proposal means a bona fide proposal received by Qube, or announced publicly, to acquire control of Qube that: (i) would, if completed, be more favorable to the holders of Qube Shares (as a whole) than the Scheme as to price and terms; and (ii) is reasonably capable of being completed, taking into account all aspects of the proposal, including conditionality and the identity of the party or parties making the proposal.

UniSuper Limited means UniSuper Limited (ACN 006 027 121).

1.2 Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
- (b) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (c) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.

2 Undertakings

2.1 Voting and no disposal

Subject to:

- (a) the Qube Board continuing to recommend the Scheme;
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- (b) no Superior Proposal for Qube Shares arising; and
- (c) the independent expert in relation to the Scheme concluding (and continuing to conclude) that the Scheme is in the best interests of holders of Qube Shares,

UniSuper undertakes in favour of Qube that:

- (d) it will procure that all of the Relevant Securities are voted in favour of the Scheme at the Scheme Meeting; and
- (e) without the prior written consent of Qube it will not, and will procure that any entity holding the Relevant Securities on behalf of it does not:
 - (i) deal with, sell or otherwise dispose of (or deal with, sell or otherwise dispose of any interest in) any of the Relevant Securities, or purport or agree to any of the foregoing; or
 - (ii) take any action that would cause UniSuper to cease to be the full beneficial owner of any of the Relevant Securities,

other than, in the case of paragraph (e), as a result of a transfer of all of the Relevant Securities to the Bidder pursuant to the Scheme.

2.2 Scheme

UniSuper undertakes in favour of Qube that it will:

- (a) without limiting clause 2.1, promptly (and in any event within 36 hours of becoming aware) notify Qube in writing if any of the events referred to in clause 2.1(e) occurs; and
- (b) procure that, if the Scheme becomes Effective, all of the Relevant Securities (including all rights and entitlements attaching to them) will, at the time of the transfer of them to the Bidder pursuant to the Scheme, be fully paid and free from all Encumbrances.

2.3 Obligations of UniSuper

Subject to the Scheme becoming Effective and applicable Law, UniSuper undertakes in favour of Qube, and in favour of the Bidder, that it will undertake all actions, and will give each acknowledgement, representation and warranty (if any), attributed to it under clauses 6.5, 9.3 and 9.6 of the Scheme (and will not undertake any actions that it is prohibited from taking under the Scheme), subject to and in accordance with the terms of the Scheme. The undertaking in this clause 2.3 takes effect as a deed poll in favour of the Bidder and Qube.

2.4 Public statements

UniSuper consents to Qube including in any public announcement or other document issued by Qube in connection with the Scheme, a statement, attributed to UniSuper, to the effect that, subject to the Qube Board continuing to recommend the Scheme, no Superior Proposal arising and the independent expert concluding (and continuing to conclude) that the Scheme is in the best interests of holders of Qube Shares, UniSuper:

- (a) will procure that all of the Relevant Securities are voted in favour of the Scheme at the Scheme Meeting; and
 - (b) will not, and will procure that any entity holding the Relevant Securities on behalf of it does not, deal with, sell or otherwise dispose of (or deal with, sell or otherwise dispose of any interest in) the Relevant Securities, other than pursuant to the Scheme, or agree to do any of the foregoing, while the SID remains on foot and the Scheme continues to be recommended by the Qube Board,
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provided that, in the case of the public announcement to be made by Qube following execution of the SID and the Scheme Booklet (as defined in the SID), UniSuper has been provided with drafts of the sections of such documents that name or concern UniSuper and given a reasonable opportunity to comment on those prior to the making of such announcement or the lodgement of the Scheme Booklet with ASIC and the Court and Qube has taken into account any reasonable comments from UniSuper.

3 Information

Qube agrees to provide UniSuper with:

- (a) a copy of any material information provided by Qube (or its employees, officers, advisers or representatives) in writing to the Bidder and/or the Transition Committee (as defined in the SID) at any time between execution of this Deed and the earlier to occur of termination of the SID and implementation of the Scheme. Such material information is to be provided to UniSuper by email to the email addresses provided to Qube for this purpose on or about the same time as such information is provided to the Bidder and/or the Transition Committee (as applicable); and
- (b) a draft of any court documents (eg affidavits and submissions) or sections of such documents which relate to UniSuper's undertakings in this Deed or in the Scheme and to give UniSuper a reasonable opportunity to comment on such documents prior to the documents being submitted to, or filed with, the Court (and to take into account any reasonable comments from UniSuper).

4 UniSuper Warranties

UniSuper represents and warrants to Qube that as at the date of this Deed and at the time of voting the Relevant Securities in accordance with clause 2.1(d):

- (a) BNP Paribas Nominees Pty Limited (ACN 084 150 023) as nominee for BNP Paribas S.A. (ABN 23 000 000 117) as custodian for UniSuper Limited (ACN 006 027 121) as trustee for UniSuper is the registered holder of the Relevant Securities, for and on behalf of UniSuper;
- (b) it has full and unfettered power and authority to enter into and perform its obligations under this Deed without the consent of any person; and
- (c) this Deed constitutes legal, valid and binding obligations enforceable against it in accordance with its terms.

5 Qube Warranties

Qube represents and warrants to UniSuper that:

- (a) it has full and unfettered power and authority to enter into and perform its obligations under this Deed without the consent of any person; and
- (b) this Deed constitutes legal, valid and binding obligations enforceable against it in accordance with its terms.

6 Termination

- (a) This Deed will automatically terminate, without any further action by any party, if:
 - (i) the SID terminates; or
 - (ii) Court approval for the Scheme has not been granted by the End Date (as defined in the SID, disregarding any amendment which may be made to the SID after it
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has been entered into, unless such amendment has been made with the prior written consent of UniSuper).

- (b) UniSuper may, at any time before the approval of the Scheme by the Court under paragraph 411(4)(b) of the Corporations Act, terminate this Deed by written notice given to Qube if:
- (i) the Scheme is amended in a manner which does or would reasonably be expected to have an adverse effect on UniSuper or its interests without the prior written consent of UniSuper (not to be unreasonably withheld or delayed);
 - (ii) the Investor Agreement Documents are amended without the prior written consent of UniSuper (not to be unreasonably withheld or delayed); or
 - (iii) after the date of this Deed, UniSuper is made aware of information about the Bidder, HoldCo or their liabilities (as distinct from information about Qube) which relates to facts, matters or circumstances in existence at the date of this Deed which: (A) are materially adverse to UniSuper's participation in the Scheme; and (B) have not been disclosed to UniSuper by or on behalf of the Bidder prior to execution of this Deed,
- and:
- (iv) UniSuper has in such written notice set out the relevant facts, matters or circumstances giving rise to its entitlement to terminate this Deed;
 - (v) UniSuper has consulted reasonably and in good faith with Qube, the Bidder and HoldCo in relation to the relevant circumstances with a view to determining whether the relevant circumstances can be remedied; and
 - (vi) the relevant facts, matters or circumstances have not been remedied prior to the earlier of 5 Business Days after the date on which the written notice was received by Qube, the Bidder and HoldCo and 6pm on the date prior to the Scheme Meeting.

7 Limitation of UniSuper Liability

- (a) UniSuper Limited enters into this Deed only in its capacity as trustee of UniSuper (the *Trust*).
 - (b) A liability arising under or in connection with this Deed is limited to and can be enforced against UniSuper Limited only to the extent to which it can be and is in fact satisfied out of the assets of the Trust of which UniSuper Limited is actually indemnified for such liability.
 - (c) The limitation of liability set out in clause 7(b) applies despite any other provision of this Deed and extends to all liabilities and obligations of UniSuper Limited in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Deed.
 - (d) No party to or beneficiary of this Deed may sue UniSuper Limited in any capacity other than as trustee of the Trust, including to seek the appointment of a receiver (except in relation to assets of the Trust), a liquidator, an administrator, or any similar person to UniSuper Limited or prove in any liquidation, administration or arrangement of or affecting UniSuper Limited (except in relation to assets of the Trust).
 - (e) Clauses 7(a) to 7(d) above shall not apply to any obligation or liability of UniSuper Limited to the extent that it is not satisfied because there is a reduction in the extent of UniSuper Limited's indemnification out of the assets of the Trust as a result of UniSuper Limited's
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breach of trust where UniSuper Limited fails to act honestly in a matter concerning the Trust or intentionally or recklessly fails to exercise, in relation to a matter affecting the Trust, the degree of care and diligence that UniSuper Limited was required to exercise.

- (f) Nothing in clause 7(e) above shall make UniSuper Limited liable to any claim for an amount greater than the amount which the party to or beneficiary of this Deed would have been able to claim and recover from the assets of the Trust in relation to the relevant liability if UniSuper Limited's right of indemnification out of the assets of the Trust had not been prejudiced by UniSuper Limited's failure to properly perform its duties as described in clause 7(e).
- (g) UniSuper Limited is not obliged to do or refrain from doing anything under this Deed (including incur any liability) unless its liability is limited in the same manner as set out in clauses 7(a) to 7(d) above.

8 General

8.1 Notices

Any notice, demand, consent or other communication (a **Notice**) given or made under this Deed:

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be delivered to the intended recipient by email to the email address below or the email address last notified by the intended recipient to the sender:

to UniSuper:

Attention:

Email:

with a copy (which by itself does not constitute a Notice) to:

Neil.Pathak@ashurst.com; and
Susannah.Macknay@ashurst.com

to Qube:

Attention:

Email:

with a copy to (which by itself does not constitute a Notice) to:

Tom.Story@allens.com.au; and
Charles.Ashton@allens.com.au

- (c) will be conclusively taken to be duly given or made, the earlier of:
 - (i) the time that the email is first opened or read by the intended recipient, or an employee or officer of the intended recipient; and
 - (ii) two hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, during that two hour period, an automated message that the email has not been delivered,but if the result is that a Notice would be taken to be given or made:
 - (iii) on a day that is not a business day in the place to which the Notice is sent or later than 5:00pm (local time), then it will be taken to have been duly given or made at the start of business on the next business day in that place; or

- (iv) before 9:00am (local time) on a business day in the place to which the Notice is sent, then it will be taken to have been duly given or made at 9:00am (local time) on that business day in that place.

8.2 Disclosure

UniSuper consents to Qube attaching a copy of this Deed to any substantial holding notice required to be filed with ASX under Part 6C.1 of the Corporations Act.

8.3 Amendment

This Deed may be amended only by another deed executed by the parties.

8.4 Counterparts

This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

8.5 Governing law

This Deed is governed by the laws of New South Wales, Australia. In relation to it and related non contractual matters, each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction in New South Wales, Australia, and waives any right to object to the venue on any ground.

Executed and delivered as a deed and a deed poll

Signed, sealed and delivered for **UniSuper Limited**
ABN 54 006 027 121 as trustee of the complying
superannuation fund known as **UniSuper** by its
attorneys pursuant to a power of attorney dated 30
March 2023 who state they have no notice of
revocation of the power of attorney:

<i>sign here</i> ▶		
	_____ Attorney	_____ Attorney
<i>print name</i>	Tony Macafee	Thalia Dardamanis
	_____	_____
<i>sign here</i> ▶		
	_____ Witness	_____ Witness
<i>print name</i>	Wylissa Zheng	Wylissa Zheng
	_____	_____

Executed and delivered as a deed

Executed as a deed in accordance with
section 127 of the *Corporations Act 2001* by
Qube Holdings Limited:

_____ Director Signature	_____ Director/Secretary Signature
_____ Print Name	_____ Print Name

By electronically signing, each witness confirms that the requirements of section 12 of the Electronic Transactions (Victoria) Act 2000 were complied with in executing this deed.

Executed and delivered as a deed and a deed poll

Signed, sealed and delivered for **UniSuper Limited**
ABN 54 006 027 121 as trustee of the complying
superannuation fund known as **UniSuper** by its
attorneys pursuant to a power of attorney dated 30
March 2023 who state they have no notice of
revocation of the power of attorney:

sign here ►

Attorney

Attorney

print name

sign here ►

Witness

Witness

print name

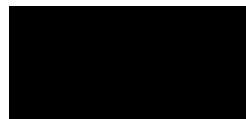
Executed and delivered as a deed

Executed as a deed in accordance with
section 127 of the *Corporations Act 2001* by
Qube Holdings Limited:



Director Signature
Paul Digney

Print Name



Director/Secretary Signature
William Hara

Print Name

By electronically signing, each witness confirms that the requirements of section 12 of the Electronic Transactions (Victoria) Act 2000 were complied with in executing this deed.
