Talius Group
Voluntary Escrow of Securities

23 November 2026

Talius Group Limited ("Talius" or "the Company") (ASX: TAL) advises that founder and former director Mr Graham Russell has agreed to voluntarily escrow his shareholding in the Company.

Mr Russell and his associated entities have entered into a voluntary escrow deed with the Company in respect of 18,336,218 fully paid ordinary shares, representing approximately 5.32% of the Company's issued capital. The shares will be escrowed for a period of 12 months, ending on 19 November 2027.

Commenting on the voluntary escrow, Chair Ramsay Carter said: "Graham founded Talius and remains a large and valued shareholder. His decision to escrow his shares for a further 12 months is a clear statement of his belief in the Company and its long-term value. The Board thanks him for that continued support as Talius enters its next phase of growth. We look forward to driving great outcomes for our clients and strong returns for all shareholders."

The voluntary escrow arrangement gives rise to Talius having a relevant interest in Mr Russell's shares until the voluntary escrow period ends. A notice of initial substantial holder (Form 603) in respect of the Company's deemed relevant interest in the shares is attached.

This announcement has been authorised for release by the Board of Directors of Talius Group Ltd.

Investor Enquiries:

Andrew Ritter
Company Secretary
1300 889 838
investors@talius.com.au

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About Talius Group Limited (ASX: TAL)

Talius provides a suite of technology enabled care solutions to the aged and disability sectors across multiple verticals, including retirement living, residential aged care, home, and community settings to improve the quality of life, later in life.

Talius' Software as a Service (SaaS) data analytics platform Talius Smart Care combines smart sensors with AI machine learning that delivers automated actions. Talius links awareness, analysis, and action through one platform allowing the care model to move from spot check care to sense-respond care. Nursing staff can switch their focus from data collection to building a human connection. Most importantly, residents benefit from a new era of autonomy and dignity.

Talius helps protect and connect our elderly and people with disabilities with a scalable healthcare technology platform integrated with leading third-party providers to ensure end-to-end solutions for Connected Health.

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme: Talius Group Limited

ACN/ARSN: 111 823 762

1. Details of substantial holder (1)

Name: Talius Group Limited

ACN/ARSN (if applicable): 111 823 762

The holder became a substantial holder on 19 / 11 / 2026

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	Person's votes (5)	Voting power (6)
Fully paid ordinary shares	18,336,218	18,336,218	5.32%

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
Talius Group Limited ACN 111 823 762	Deemed relevant interest under section 608(1)(c) of the Corporations Act 2001 (Cth) arising from the restriction on the disposal of shares pursuant to the voluntary escrow deed between Talius Group Limited and the registered holders in Annexure A.	18,336,218 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
Talius Group Limited ACN 111 823 762	Russell Acquisitions Pty Ltd as trustee for The Campbell House Trust	Russell Acquisitions Pty Ltd as trustee for The Campbell House Trust	14,580,000 fully paid ordinary shares
Talius Group Limited ACN 111 823 762	Netwealth Investments Limited <Wrap Services a/c> as holder for The Campbell House Trust	Netwealth Investments Limited <Wrap Services a/c> as holder for The Campbell House Trust	863,036 fully paid ordinary shares
Talius Group Limited ACN 111 823 762	GMR Investcorp Pty Ltd	GMR Investcorp Pty Ltd	2,893,182 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
		Cash	Non-cash	
Talius Group Limited ACN 111 823 762	19 November 2026	N/A	N/A	14,580,000 fully paid ordinary shares
Talius Group Limited ACN 111 823 762	19 November 2026	N/A	N/A	863,036 fully paid ordinary shares
Talius Group Limited ACN 111 823 762	19 November 2026	N/A	N/A	2,893,182 fully paid ordinary shares

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
N/A	N/A

7. Addresses

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

Name	Address
Talius Group Limited ACN 111 823 762	Level 1, 212 Curtin Avenue, Eagle Farm, QLD, 4009
Russell Acquisitions Pty Ltd as trustee for The Campbell House Trust	Level 1, 172 Hume Street, Toowoomba, QLD, 4350
Netwealth Investments Limited <Wrap Services a/c> as holder for The Campbell House Trust	Level 1, 172 Hume Street, Toowoomba, QLD, 4350
GMR Investcorp Pty Ltd	Level 1, 172 Hume Street, Toowoomba, QLD, 4350

Signature

print name Andrew Ritter capacity Company Secretary

sign here date 23 / 11 / 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 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.

Voluntary Escrow Deed

Parties

Talius Group Ltd ACN 111 823 762

(**Talius**)

Graham Russell

(**Employee**)

Russell Acquisitions Pty Ltd ACN 131 319 134, in its capacity as trustee for the Campbell House Trust
(**Russell Acquisitions**)

GMR Investcorp Pty Ltd ACN 131 321 572
(**GMR Investcorp**)

Netwealth Investments Limited ACN 090 569 109, in its capacity as registered holder or custodian of the relevant shares for the Campbell House Trust (Netwealth).
(**Netwealth**)

Together, the **Parties**.

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Voluntary Escrow Deed

Date 19 November 2026

Parties

Talius Group Ltd ACN 111 823 762

Address	1/212 Curtin Avenue West, Eagle Farm QLD 4009
Phone	1300 889 838
Email	ramsay.carter@talius.com.au
Short name	**Talius**

Graham Russell

Address	18a Flagstone Creek Road, Toowoomba QLD 4350
Phone	0491 941 343
Email	graham@russellgroup.io
Short name	**Employee**

Russell Acquisitions Pty Ltd ACN 131 319 134, in its capacity as trustee for the Campbell House Trust

Address	18a Flagstone Creek Road, Toowoomba QLD 4350
Phone	0491 941 343
Email	graham@russellgroup.io
Short name	**Russell Acquisitions**

GMR Investcorp Pty Ltd ACN 131 321 572

Address	18a Flagstone Creek Road, Toowoomba QLD 4350
Phone	0491 941 343
Email	graham@russellgroup.io
Short name	**GMR Investcorp**

Netwealth Investments Limited ACN 090 569 109, in its capacity as registered holder or custodian of the relevant shares for the Campbell House Trust (Netwealth)

Address	6/180 Flinders St, Melbourne VIC 3000
Phone	1800 888 223
Email	TBA
Short name	**Netwealth**

Background

A. The Employee was formerly a director and employee of the Talius Group and resigned as a director effective 15 September 2026.

B. The Employee and Talius have agreed to certain arrangements in connection with his departure, including voluntary escrow restrictions over shares in Talius in which The Employee or his Associates have an interest.

C. The Escrowed Shares are held by the registered holders identified in Schedule 1.

D. The Parties have agreed to enter into this Deed to give effect to the voluntary escrow arrangements for the Escrow Period.

E. The Parties acknowledge that the escrow arrangements form part of the consideration for the settlement arrangements separately agreed between Graham, Talius Services Pty Ltd and Talius.

Operative provisions

1. Definitions and interpretation

1.1 In this Deed:

ASX means ASX Limited.

Associate has the meaning given in the Corporations Act.

Board means the board of directors of Talius.

Controlled Entity means an entity that the Employee controls within the meaning of section 50AA of the Corporations Act, including Russell Acquisitions Pty Ltd ACN 131 319 134 (in its capacity as trustee for the Campbell House Trust) and GMR Investcorp Pty Ltd ACN 131 321 572.

Corporations Act means the Corporations Act 2001 (Cth).

Dispose includes to sell, transfer, assign, grant an option over, create or allow a security interest over, or otherwise deal with, or agree to do any of those things, and Disposal has a corresponding meaning.

Escrow Period means the period commencing on the date this Deed is executed by all Parties and ending at 5.00pm (Brisbane time) on the date 12 months after that date.

Escrowed Shares means the Shares specified in Schedule 1, together with any Shares issued in respect of those Shares during the Escrow Period, including through a bonus issue, share split or other capital reconstruction.

Holding Lock has the meaning given in the ASX Settlement Operating Rules.

Registered Holder means each person or entity identified in Schedule 1 as the registered holder of Escrowed Shares.

Shares means fully paid ordinary shares in Talius.

2. Voluntary Escrow Restrictions

2.1 During the Escrow Period, each Registered Holder must not:

(a) Dispose of any Escrowed Shares;

(b) create or permit any security interest over the Escrowed Shares;

(c) enter into any agreement or arrangement to Dispose of any Escrowed Shares; or

(d) take any action that has the effect of transferring the effective ownership or control of any Escrowed Shares.

2.2 Graham must not, and must ensure that his Associates do not, directly or indirectly undertake or procure any action prohibited under clause 2.1.

2.3 Each Registered Holder agrees to comply with the restrictions in this Deed in respect of the Escrowed Shares held by it.

2.4 Each Party acknowledges that the restrictions are voluntary and have been agreed for the benefit of Talius.

3. Holding Lock

3.1 Each Registered Holder irrevocably consents to Talius instructing its share registry to apply a Holding Lock to the Escrowed Shares for the Escrow Period.

3.2 Each Registered Holder and Graham must, within three business days after execution of this Deed:

(a) provide all information reasonably required by Talius or its share registry;

(b) execute any documents or authorities reasonably required to establish the Holding Lock; and

(c) take all other steps reasonably necessary to give effect to the escrow restrictions.

3.3 Where any Escrowed Shares are held through a custodian or nominee arrangement, Graham and the relevant Registered Holder must procure all necessary instructions and consents to implement the escrow restrictions and any applicable Holding Lock or equivalent restriction.

3.4 Talius will arrange for the Holding Lock to be removed promptly following expiry of the Escrow Period.

3.5 Talius may instruct its share registry to refuse to register or process any Disposal of Escrowed Shares that would breach this Deed, to the extent permitted by law and applicable settlement rules.

4. Permitted Disposals

4.1 Clause 2 does not prohibit:

(a) acceptance of a takeover bid for all Shares, provided holders of at least half of the Shares subject to the bid that are not Escrowed Shares have accepted the bid;

(b) a transfer pursuant to a scheme of arrangement approved by a court under Part 5.1 of the Corporations Act;

(c) a Disposal approved in writing by the Board;

(d) a Disposal required by law; or

(e) an off-market transfer of Escrowed Shares to the Employee, a Controlled Entity, a family trust of which the Employee is a beneficiary, or the trustee of a self-managed superannuation fund of which the Employee is a member, provided that prior to the transfer the transferee executes a deed of accession in favour of Talius agreeing to be bound by the terms of this Deed for the remainder of the Escrow Period.

4.2 Where a Disposal is permitted under clause 4.1, Talius will arrange for the Holding Lock to be released to the extent reasonably necessary to facilitate that Disposal.

4.3 If a takeover bid or scheme of arrangement referred to in clause 4.1 does not proceed, the Escrowed Shares remain subject to the restrictions under this Deed and the Holding Lock must be reapplied.

5. Voting and Distributions

5.1 During the Escrow Period, the relevant holders retain their rights to:

(a) exercise voting rights attached to the Escrowed Shares;

(b) receive dividends and other distributions; and

(c) participate in shareholder meetings and other rights attaching to the Escrowed Shares.

5.2 Nothing in this Deed gives Talius any right to direct the exercise of voting rights attached to the Escrowed Shares.

6. Warranties and Undertakings

6.1 Graham warrants that, to the best of his knowledge, Schedule 1 accurately identifies all Shares in which he or his Associates have a legal or beneficial interest as at the date of this Deed.

6.2 Each Registered Holder warrants that:

(a) it has authority to enter into this Deed and perform its obligations;

(b) it is the registered holder of the Escrowed Shares attributed to it in Schedule 1, or has the authority necessary to give effect to the restrictions in its stated capacity;

(c) it has obtained any required trustee, beneficiary, custodian or other approvals; and

(d) entry into and performance of this Deed will not breach any obligation binding on it.

6.3 Graham and each Registered Holder undertake to notify Talius promptly of any circumstance that may prevent compliance with this Deed.

7. Breach and Remedies

7.1 Each Party acknowledges that a breach of the escrow restrictions may cause loss or damage to Talius for which monetary damages may not be an adequate remedy.

7.2 Talius may seek injunctive relief, specific performance or any other remedy available at law in respect of a breach or threatened breach.

7.3 The rights and remedies under this Deed are cumulative and do not exclude any other rights available to Talius.

7.4 Nothing in this Deed limits any separate rights or remedies Talius or Talius Services Pty Ltd may have against Graham under the Deed of Release.

8. Disclosure and regulatory compliance

8.1 Each Party acknowledges that entry into this Deed may give Talius a relevant interest in the Escrowed Shares for the purposes of the Corporations Act.

8.2 Each Party consents to Talius:

(a) disclosing the existence and terms of this Deed to ASX, ASIC and its share registry;

(b) lodging a substantial holder notice under section 671B of the Corporations Act;

(c) attaching a copy of this Deed to any substantial holder notice or other regulatory filing where required; and

(d) making any announcement or disclosure Talius considers necessary to comply with its legal or regulatory obligations.

8.3 Each Party must promptly provide information reasonably requested by Talius to enable it to comply with its disclosure obligations.

8.4 Nothing in this Deed restricts Talius from complying with its continuous disclosure obligations.

9. Confidentiality

9.1 Subject to clause 9.2, each Party must keep confidential the negotiations relating to this Deed and any non-public information obtained in connection with it.

9.2 Clause 9.1 does not prevent disclosure:

(a) required by law, ASX Listing Rules or regulatory requirements;

(b) contemplated by clause 8;

(c) to professional advisers, auditors, insurers or financiers under appropriate confidentiality obligations;

(d) for the purpose of implementing or enforcing this Deed; or

(e) with the prior written consent of Talius.

10. General provisions

10.1 Further assurances

Each Party must do all things and execute all documents reasonably required to give effect to this Deed.

10.2 Variation

This Deed may only be varied by written agreement executed by the Parties.

10.3 Waiver

A waiver of any right under this Deed must be in writing and signed by the Party granting the waiver.

10.4 Severability

If any provision is invalid or unenforceable, it must be read down or severed to the extent necessary without affecting the remaining provisions.

10.5 Governing law

This Deed is governed by the laws of Queensland and the Commonwealth of Australia. Each Party submits to the exclusive jurisdiction of the courts exercising jurisdiction in Queensland.

10.6 Counterparts

This Deed may be executed in counterparts and electronically, with all counterparts together constituting one instrument.

10.7 Entire agreement

This Deed constitutes the entire agreement between the Parties concerning the voluntary escrow arrangements, without limiting any separate obligations arising under the Deed of Release.

Schedule 1: Escrowed Shares

Registered holder	HIN / SRN	Number of Shares
Russell Acquisitions Pty Ltd ATF the Campbell House Trust	I40063816622	8,000,000
Russell Acquisitions Pty Ltd ATF the Campbell House Trust	I40063816643	6,000,000
Russell Acquisitions Pty Ltd ATF the Campbell House Trust	X0094452791	580,000
GMR Investcorp Pty Ltd	I40272522054	2,7,65,789
GMR Investcorp Pty Ltd	Custodian Held	127,393
Netwealth Investments Limited <Wrap Services A/C> as holder for the Campbell House Trust	Custodian Held	863,036
Total		**18,336,218**

Escrow Period: 12 months from execution of this Deed.
Escrow Release Date: 19 November 2027.

Docusign Envelope ID: E1EAB755-D525-8C56-830A-851C85C3AA91

Execution

Executed as a Deed:

Executed as a deed on behalf of **Talius Group Ltd ACN 111 823 762** by:

Signed by:
Ramsay Carter
ED15D7E9E22F460...
Signature of authorised signatory

Ramsay Carter
Full name of authorised signatory

Signed by:
39A7BC53E132475...
Signature of authorised signatory

Gregory Kennish
Full name of authorised signatory

Signed, sealed and delivered by **Graham Russell** in the presence of

Signature

Witness signature

Heidi Russell
Witness full name

18a Flagstone Creek Road, Middle Ridge, Qld 4350
Witness address

Executed as a deed on behalf of Russell Acquisitions Pty Ltd ATF the Campbell House Trust **ACN 131 319 134** by:

Signature of authorised signatory

Graham Russell
Full name of authorised signatory

Signature of authorised signatory

Full name of authorised signatory

Docusign Envelope ID: E1EAB755-D525-8C56-830A-851C85C3AA91

Executed as a deed on behalf of GMR Investcorp Pty Ltd **ACN 131 321 572** by:



Signature of authorised signatory

Signature of authorised signatory

Graham Russell

Full name of authorised signatory

Full name of authorised signatory

Executed as a deed on behalf of Netwealth Investments Limited <Wrap Services A/C> as holder for the Campbell House Trust **ACN 090 569 109** by:



Signature of authorised signatory

Signature of authorised signatory

Graham Russell

Full name of authorised signatory

Full name of authorised signatory