



JAYEX HEALTHCARE LIMITED
ACN 119 122 477

Notice of General Meeting

Explanatory Statement and Proxy Form

Date of Meeting:
Tuesday, 29 September 2020

Time of Meeting:
4:00pm (AEST)

Due to the ongoing COVID-19 pandemic, the meeting will be held virtually via a webinar conferencing facility. If you are a shareholder who wishes to attend and participate in the virtual meeting, please register in advance as per the instructions outlined in this Notice of Meeting. Shareholders are strongly encouraged to lodge their completed proxy forms in accordance with the instructions in this Notice of Meeting.

Following recent modifications brought to the Corporations Act 2001 and the Corporations Regulations 2001 under the Corporations (Coronavirus Economic Response) Determination (no.1) 2020, **no hard copy** of the Notice of General Meeting and Explanatory Memorandum will be circulated. The Notice of Meeting has been given to those entitled to receive by use of one or more technologies. The Notice of Meeting is also available on the Australian Stock Exchange Announcement platform and on the Company's website <https://www.jayex.com/en-au/investor/reports/>.

This Notice of General Meeting and Explanatory Statement should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their accountant, solicitor or other professional advisor without delay

JAYEX HEALTHCARE LIMITED

ACN 119 122 477

Registered office: Level 4, 100 Albert Road, South Melbourne, Victoria, 3205

Notice is hereby given that the General Meeting of Shareholders of Jayex Healthcare Limited (the “Company” or “JHL”) will be held virtually via a webinar conferencing facility at 4.00pm (AEST) on Tuesday, 29 September 2020 (“General Meeting”, “GM” or “Meeting”).

The health and safety of members and personnel, and other stakeholders, is the highest priority and the Company is acutely aware of the current circumstances resulting from COVID-19. While the COVID-19 situation remains volatile and uncertain, based on the best information available to the Company at the time of preparing the Notice of General Meeting (Notice), the Company intends to conduct a poll on the resolution in the Notice using the proxies filed prior to the Meeting.

Shareholders are strongly encouraged to submit their proxies as early as possible and in any event prior to the cut-off for proxy voting as set out in the Notice. To lodge your proxy, please follow the directions on your personalised proxy form which will be delivered to you by email or post (depending on your communication preferences).

Shareholders attending the GM virtually will be able to ask questions and the Company has now made provision for Shareholders who register their attendance before the start of the meeting to also cast their votes on the proposed resolution. Shareholders who intend to join the GM are asked to dial-in 30 minutes prior to the start of the meeting to allow the Company to take your details. The virtual meeting can be attended using the following details:

The live webcast can be attended using the following details:

When: Tuesday, 29 September 2020
Topic: JHL General Meeting

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_XnqbkoHARTWJ4SNNDzeIBQ

After registering, you will receive a confirmation email containing information about joining the Meeting. The Company strongly recommends its Shareholders to lodge a directed proxy as soon as possible in advance of the Meeting even if they are planning to attend the Meeting online.

The Company is happy to accept and answer questions submitted prior to the Meeting by email to mleydin@leydinfreyer.com.au. Where a written question is raised in respect of the key management personnel of the Company, the Resolutions to be considered at the Meeting, the Company will address the relevant question during the course of the Meeting or by written response after the Meeting (subject to the discretion of the Company not to respond to unreasonable and/or offensive questions). If the situation in relation to COVID-19 were to change in a way that affected the position above, the Company will provide a further update ahead of the Meeting by releasing an announcement to ASX.

Any shareholders who wish to attend the Meeting online should therefore monitor the Company’s website and its ASX announcements for any updates about the Meeting. If it becomes necessary or appropriate to make alternative arrangements for the holding or conducting of the Meeting, the Company will make further information available through the ASX website at asx.com.au (ASX: JHL) and on its website at <https://www.jayex.com/>.

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ACN 119 122 477

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AGENDA

The Explanatory Statement and Proxy Form which accompany and form part of this Notice, including defined terms and describe in more detail the matters to be considered. Please consider this Notice, the Explanatory Statement and the Proxy Form in their entirety.

ORDINARY BUSINESS

Resolution 1: APPROVAL OF ISSUE OF CONVERTIBLE NOTES – COVENANT HOLDINGS

To consider and, if thought fit, to pass the following resolution as an ordinary resolution:

“That, for the purposes of Listing Rule 10.11 and for all other purposes, approval is given for the Company to issue 3,000,000 Convertible Notes to Covenant Holdings (WA) Pty Ltd ATF The Boyd No 3 Trust on the terms and conditions set out in the Explanatory Statement”

A voting exclusion statement as set out below in this Notice applies to this Resolution 1.

By the order of the Board



Melanie Leydin
Company Secretary
Dated:
24 August 2020

Notes

1. **Entire Notice:** The details of the Resolution contained in the Explanatory Notes accompanying this Notice of Meeting should be read together with, and form part of, the Notice of Meeting.
2. **Record Date:** The Company has determined that for the purposes of the Meeting, shares will be taken to be held by the persons who are registered as holding the shares at 7.00pm (AEST) on the date 48 hours before the date of the General Meeting. Only those persons will be entitled to vote at the General Meeting and transfers registered after that time will be disregarded in determining entitlements to attend and vote at the General Meeting.
3. **Proxies**
 - a. Votes at the General Meeting may be given personally or by proxy, attorney or representative.
 - b. Each shareholder has a right to appoint one or two proxies.
 - c. A proxy need not be a shareholder of the Company.
 - d. If a shareholder is a company it must execute under its common seal or otherwise in accordance with its constitution or the Corporations Act.
 - e. Where a shareholder is entitled to cast two or more votes, the shareholder may appoint two proxies and may specify the proportion of number of votes each proxy is appointed to exercise.
 - f. If a shareholder appoints two proxies, and the appointment does not specify the proportion or number of the shareholder's votes, each proxy may exercise half of the votes. If a shareholder appoints two proxies, neither proxy may vote on a show of hands.
 - g. A proxy must be signed by the shareholder or his or her attorney who has not received any notice of revocation of the authority. Proxies given by corporations must be signed in accordance with corporation's constitution and Corporations Act.
 - h. To be effective, Proxy Forms must be received by the Company's share registry (Automic Pty Ltd) no later than 48 hours before the commencement of the General Meeting, this is no later than 4.00pm (AEST) Melbourne time on Sunday, 27 September 2020. Any proxy received after that time will not be valid for the scheduled meeting.

4. Corporate Representative

Any corporate shareholder who has appointed a person to act as its corporate representative at the Meeting should provide that person with a certificate or letter executed in accordance with the Corporations Act authorising him or her to act as that company's representative. The authority may be sent to the Company and/or registry in advance of the Meeting or handed in at the Meeting when registering as a corporate representative.

5. How the Chairman will vote Undirected Proxies

Subject to the restrictions set out in Note 6 below, the Chair of the meeting will vote undirected proxies in favour of all of the proposed Resolutions.

6. Voting Exclusion Statement:

Resolution 1

The Company will disregard any votes cast in favour of the Resolution by or on behalf of Covenant Holdings and Mr Michael Boyd (or their nominees) and any other person who will obtain a material benefit as a result of the issue of the securities (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person or those persons.

However, this does not apply to a vote cast in favour of a Resolution by:

- a. a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or
- b. the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the chair to vote on the Resolution as the Chair decides; or
- c. a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - i. the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and
 - ii. the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

7. Enquiries

Shareholders are invited to contact the Company Secretary on (03) 9692 7222 if they have any queries in respect of the matters set out in these documents

EXPLANATORY MEMORANDUM

Purpose of Information

This Explanatory Statement ("**Statement**") accompanies and forms part of the Company's Notice of General Meeting ("**Notice**") for the General Meeting ("**Meeting**") will be held virtually via a webinar conferencing facility at 4.00pm (AEST) on Tuesday, 29 September 2020.

The Notice incorporates, and should be read together, with this Statement.

Resolution 1: ISSUE OF CONVERTIBLE NOTES TO COVENANT HOLDINGS

Background

The Company and Covenant Holdings (WA) Pty Ltd (ACN 129 030 897) ATF The Boyd No 3 Trust (**Covenant Holdings**) have entered into an unsecured loan agreement under which an aggregate of \$3,155,000 has been advanced by the Covenant Holdings to the Company for general working capital purposes (**Loan**). Refer to the Company's quarterly update and Appendix 4C dated 24 July 2020 for further detail regarding the Loan.

Covenant Holdings is an entity controlled by Director, Mr Michael Boyd.

As at the date of this Notice, a total amount of \$3,000,000 (comprising the principal amount plus accrued but unpaid interest) is owing to Covenant Holdings under the Loan (**Debt**).

The Company has agreed, subject to Shareholder approval, to convert the Debt into 3,000,000 convertible notes in the capital of the Company (**Debt Conversion**) having a face value of \$1.00 per convertible note (**Convertible Notes**) pursuant to a convertible note deed entered into between the Company and Covenant Holdings (**Convertible Note Deed**). To affect the Debt Conversion, the parties have agreed that the Debt will be applied by the Company as the subscription sum for the Convertible Notes (**Subscription Sum**).

The key terms of the Convertible Notes are set out below. A summary of the full terms and conditions of the Convertible Note Deed is set out in Schedule 1 and a full summary of the terms and conditions of the Convertible Notes is set out in Schedule 2.

Resolution 1 seeks Shareholder approval for the purpose of Listing Rule 10.11 for the issue of 3,000,000 Convertible Notes to Covenant Holdings pursuant to the Debt Conversion.

Terms of Convertible Notes

The material terms of the Convertible Notes are set out below:

- a. **Face Value:** Each Convertible Note will have a face value of \$1.00.
- b. **Interest:** 6.5% per annum, which rate shall be fixed for the term of the Convertible Notes.
- c. **Conversion Price:** The price per fully paid ordinary share (**Share**) to be issued on conversion of the Convertible Notes is equal to the greater of:
 - i. \$0.05; and
 - ii. a 20% discount to the volume weighted average price of Shares on the ASX calculated over the 30 days on which trades in Shares were recorded immediately prior to the date of conversion of the Convertibles Notes (**Conversion Date**).
- d. **Redemption:** In the event that all or part of the Convertible Notes are not converted into Shares on or before the date that is 24 months after the date of issue the Convertible Notes (**Redemption Date**), the Company shall:
 - i. pay to Covenant Holdings the amount of the Subscription Sum and accrued interest on the Convertible Notes which has not been repaid or converted into Shares (**Monies Payable**) on the Redemption Date; or

- ii. subject to any required shareholder approvals, convert the Monies Payable into new Convertible Notes on the same terms as the Deed between the Covenant Holdings and the Company (acting reasonably).

A full summary of the terms and conditions of the Convertible Notes is set out in Schedule 2.

Chapter 2E of the Corporations Act

For a public company, or an entity that the public company controls, to give a financial benefit to a related party of the public company, the public company or entity must:

- a. obtain the approval of the public company's members in the manner set out in sections 217 to 227 of the Corporations Act; and
- b. give the benefit within 15 months following such approval,

unless the giving of the financial benefit falls within an exception set out in sections 210 to 216 of the Corporations Act.

The issue of Convertible Notes to Covenant Holdings (or their nominee) constitutes giving a financial benefit and Covenant Holdings is a related party of the Company by virtue of being an entity controlled by Mr Michael Boyd, a Director.

The Directors (other than Mr Boyd who has a material personal interest in the Resolution) consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the Debt Conversion and the issue of Convertible Notes because the terms of the Convertible Note Deed was negotiated on an arm's length basis.

Listing Rule 10.11

Listing Rule 10.11 provides that unless one of the exceptions in Listing Rule 10.12 applies, a listed company must not issue or agree to issue equity securities to:

- a. a related party;
- b. a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (30%+) holder in the company;
- c. a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (10%+) holder in the company and who has nominated a director to the board of the company pursuant to a relevant agreement which gives them a right or expectation to do so;
- d. an associate of a person referred to in Listing Rules 10.11.1 to 10.11.3; or
- e. a person whose relationship with the company or a person referred to in Listing Rules 10.11.1 to 10.11.4 is such that, in ASX's opinion, the issue or agreement should be approved by its shareholders,

unless it obtains the approval of its shareholders.

The issue of the Convertible Notes falls within Listing Rule 10.11.1 and does not fall within any of the exceptions in Listing Rule 10.12. It therefore requires the approval of Shareholders under Listing Rule 10.11.

Resolution 5 seeks the required Shareholder approval for the issue of the Convertible Notes under and for the purposes of Listing Rule 10.11.

Technical information required by Listing Rule 14.1A

If Resolution 1 is passed, the Company will be able to proceed with the issue of the Convertible Notes to Covenant Holdings within one month after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules). As approval pursuant to Listing Rule 7.1 is not required for the issue of the Convertible Notes (because approval is being obtained under Listing Rule 10.11), the issue of the Convertible Notes will not use up any of the Company's 15% annual placement capacity.

If Resolution 1 is not passed, the Company will not be able to proceed with the issue of the Convertible Notes and will repay the Debt in cash on or before 30 June 2021 in accordance with the terms of the Loan.

Technical information required by Listing Rule 10.13

Pursuant to and in accordance with Listing Rule 10.13, the following information is provided in relation to Resolution 1:

- a. the Convertible Notes will be issued to Covenant Holdings (WA) Pty Ltd ATF The Boyd No 3 Trust (or its nominee), who falls within the category set out in Listing Rule 10.11.1 as it is a related party by virtue of being controlled by Mr Michael Boyd, who is a Director;
- b. the maximum number of Convertible Notes to be issued is 3,000,000;
- c. the maximum number of Shares to be issued on conversion of the Convertible Notes is 60,000,000 (assuming the Shares are issued at the minimum conversion price of \$0.05 per Share);
- d. the terms and conditions of the Convertible Notes are set out in Schedule 1;
- e. the Convertible Notes will be issued no later than 1 month after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules) and it is intended that issue of the Options will occur on the same date;
- f. the issue price of the Convertible Notes will be nil as they are being issued pursuant to the Debt Conversion. The Company will not receive any other consideration in respect of the issue of the Convertible Notes (other than in respect of funds received on exercise of the Convertible Notes);
- g. the purpose of the issue of the Convertible Notes is to convert the Debt owed to Covenant Holdings (WA) Pty Ltd ATF The Boyd No 3 Trust and to satisfy the Company's obligations under the Convertible Note Deed;
- h. the Convertible Notes are being issued to Covenant Holdings (WA) Pty Ltd ATF The Boyd No 3 Trust under the Convertible Note Deed. A summary of the material terms of the Convertible Note Deed is set out in Schedule 2; and
- i. a voting exclusion statement is included in Note 6 of this Notice.

SCHEDULE 1 – SUMMARY OF THE CONVERTIBLE NOTE DEED

SCHEDULE 1 – SUMMARY OF THE CONVERTIBLE NOTE DEED	
Face Value	The total aggregate face value of the Convertible Notes is \$3,000,000.
Term	31 July 2020 until the Conversion or Redemption (as set out below) of the Convertible Notes.
Condition	The Debt Conversion (including, for the avoidance of doubt, the issue of Convertible Notes) is conditional on the Company obtaining shareholder approval for the issue of the Convertible Notes to Covenant Holdings in accordance with ASX Listing Rule 10.11 (Condition).
Security	The Convertible Notes are unsecured.
Events of Default	<p>Each of the following constitutes an event of default under the Convertible Note Deed:</p> <ul style="list-style-type: none"> (a) (non-payment: the Company fails to pay within 5 Business Days of its due date any amount payable under this Deed; (b) misrepresentation: any representation, warranty or statement made or repeated in or in connection with this Deed is untrue or misleading in a material respect (whether by omission or otherwise) when so made or repeated or becomes untrue or misleading (or, in the case of financial forecasts, unfair or unreasonable) in a material respect when taken as a whole; (c) involuntary winding up: an application or order is made for the winding up of the Company or for the appointment of a liquidator; (d) voluntary winding up: the Company passes a resolution for its winding up; (e) receiver: a receiver, controller (within the meaning of section 9 of the Corporations Act) or analogous person is appointed to, or the holder of a Security Interest or Permitted Security Interest takes possession of all, or any part of the assets of the Company; (f) insolvency: the Company: (g) suspends payment generally; (h) becomes an externally-administered body corporate within the meaning of the Corporations Act; (i) becomes subject to administration under Part 5.3A of Chapter 5 of the Corporations Act, or steps are taken which could reasonably be expected to result in the Company becoming so subject; or (j) is or states that it is, or is deemed by applicable law to be, unable to pay its debts as and when they fall due; (k) statutory demand: a statutory demand is served on the Company under section 459E of the Corporations Act or pursuant to section 459F of the Corporations Act the Company is taken to have failed to comply with that statutory demand; (l) compromise or arrangement: the Company takes any step for the purpose of entering into a compromise or arrangement with any of its members or creditors except for the purpose of a reconstruction, amalgamation, merger or consolidation on terms approved by Covenant Holdings; (m) change in ownership: there is a change in control of the Company, without the prior written approval of Covenant Holdings; (n) failure to comply with waiver: if any Event of Default (or occurrence which would otherwise have been or become an Event of Default) is conditionally waived by Covenant Holdings and the Company does not comply with those conditions or those conditions are not fulfilled (whether by the Company or any other person) or are or become incapable of fulfilment;

	<ul style="list-style-type: none">(o) investigations: a person is appointed under any legislation to investigate or manage any part of the affairs of the Company; or(p) provisions void: all or any material provision of this Deed:(q) does not have effect or ceases to have effect in accordance with its terms;(r) is or becomes void, voidable, illegal, invalid or unenforceable other than by reason of equitable principles or laws affecting creditors' rights generally; or(s) is claimed by the Company or any other person to be any of the matters referred to in paragraphs (i) or (ii) or the Company or any other person commences any court proceedings to establish any of the matters referred to in paragraphs (i) or (ii) to be the case. <p>If an event of default subsists, Covenant Holdings may at any time by notice to the Company declare that the Face Value, all accrued interest and all other outstanding moneys are immediately due and payable and upon receipt of such notice the Company must immediately repay all outstanding amounts.</p>

SCHEDULE 2 – TERMS AND CONDITIONS OF THE CONVERTIBLE NOTES

Face Value	\$1.00 per Convertible Note
Redemption	<p>In the event that all or part of the Convertible Notes are not converted into Shares on or before the date that is 24 months after 2 business days after the satisfaction of the Condition (Redemption Date), the Company covenants with Covenant Holdings that it shall (at its sole election):</p> <p>(a) pay to Covenant Holdings the amount of the Subscription Sum and accrued interest on the Convertible Notes which has not been repaid or converted into Shares (Monies Payable) on the Redemption Date; or</p> <p>(b) subject to any required shareholder approvals, convert the Monies Payable into new Convertible Notes on the same terms as the Deed between Covenant Holdings and the Company (acting reasonably).</p>
Conversion	<p>(a) The Convertible Notes shall be convertible into Shares in whole or in part (to the extent to which they have not already been redeemed as per the terms set out above) at the sole election of Covenant Holdings at the Conversion Price (as defined below) at any time on or before the Redemption Date.</p> <p>(b) The Convertible Notes shall be converted in Shares at the following conversion price per Share (Conversion Price):</p> <p>(i) \$0.05; and</p> <p>(ii) a 20% discount to the volume weighted average price of Shares on the ASX calculated over the 30 days on which trades in Shares were recorded immediately prior to the date of delivery of a conversion notice by Covenant Holdings to the Company in accordance with the terms of the Convertible Note Deed.</p>
Conversion Notice	If Covenant Holdings wishes to convert all or part of the Convertible Notes into Shares, Covenant Holdings must deliver to the Company a duly completed and executed conversion notice and the Convertible Note's note certificate, or such other evidence of title as to ownership of the Convertible Notes as is acceptable to the Company.
Interest Rate	6.5% per annum, which rate shall be fixed for the term of the Convertible Notes.
Interest Payments	Interest will accrue from day to day prior to the Redemption Date or the date on which the Shares that are issued on conversion of the Convertible Notes (Conversion Date), will be payable in arrears on each Interest Payment Date (as this term is defined in the Convertible Note Deed).
Payment following Conversion	<p>If a Conversion Notice is given in respect of part or all of the Convertible Notes, after an Interest Payment Date but before the next Interest Payment Date then, because Interest is payable in arrears, on the next Interest Payment Date (being a date following the Conversion Date) the Company will pay to Covenant Holdings an amount of Interest in respect of the Convertible Notes so converted calculated in accordance with the following formula:</p> $R = \frac{I}{365} \times ND$ <p>Where:</p> <p>R = the amount of Interest to be paid by the Company;</p> <p>I = 6.5% (being the interest rate payable on each Convertible Note); and</p> <p>ND = the number of days commencing on the Interest Payment Date which immediately preceded the Conversion Date and ending on the Conversion Date.</p>



Jayex Healthcare Limited | ACN 119 122 477

GM Registration Card

If you are attending the meeting in person, please bring this with you for Securityholder registration.

[EntityRegistrationDetailsLine1Envelope]
[EntityRegistrationDetailsLine2Envelope]
[EntityRegistrationDetailsLine3Envelope]
[EntityRegistrationDetailsLine4Envelope]
[EntityRegistrationDetailsLine5Envelope]
[EntityRegistrationDetailsLine6Envelope]

[HolderNumber]

Holder Number:
[HolderNumber]

Vote by Proxy: JHL

Your proxy voting instruction must be received by **4:00pm (AEST) on Sunday, 27 September 2020**, being not later than **48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

SUBMIT YOUR PROXY VOTE ONLINE

Vote online at <https://investor.automic.com.au/#/loginsah>



Login & Click on 'Meetings'. Use the Holder Number as shown at the top of this Proxy Voting form.

- ✓ **Save Money:** help minimise unnecessary print and mail costs for the Company.
- ✓ **It's Quick and Secure:** provides you with greater privacy, eliminates any postal delays and the risk of potentially getting lost in transit.
- ✓ **Receive Vote Confirmation:** instant confirmation that your vote has been processed. It also allows you to amend your vote if required.

SUBMIT YOUR PROXY VOTE BY PAPER

Complete the form overleaf in accordance with the instructions set out below.

YOUR NAME AND ADDRESS

The name and address shown above is as it appears on the Company's share register. If this information is incorrect, and you have an Issuer Sponsored holding, you can update your address through the investor portal: <https://investor.automic.com.au/#/home> Shareholders sponsored by a broker should advise their broker of any changes.

VOTING UNDER STEP 1 - APPOINTING A PROXY

If you wish to appoint someone other than the Chairman of the Meeting as your proxy, please write the name of that Individual or body corporate. A proxy need not be a Shareholder of the Company. Otherwise if you leave this box blank, the Chairman of the Meeting will be appointed as your proxy by default.

DEFAULT TO THE CHAIRMAN OF THE MEETING

Any directed proxies that are not voted on a poll at the Meeting will default to the Chairman of the Meeting, who is required to vote these proxies as directed. Any undirected proxies that default to the Chairman of the Meeting will be voted according to the instructions set out in this Proxy Voting Form

VOTES ON ITEMS OF BUSINESS – PROXY APPOINTMENT

You may direct your proxy how to vote by marking one of the boxes opposite each item of business. All your shares will be voted in accordance with such a direction unless you indicate only a portion of voting rights are to be voted on any item by inserting the percentage or number of shares you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on the items of business, your proxy may vote as he or she chooses. If you mark more than one box on an item your vote on that item will be invalid.

APPOINTMENT OF SECOND PROXY

You may appoint up to two proxies. If you appoint two proxies, you should complete two separate Proxy Voting Forms and specify the percentage or number each proxy may exercise. If you do not specify a percentage or number, each proxy may exercise half the votes. You must return both Proxy Voting Forms together. If you require an additional Proxy Voting Form, contact Automic Registry Services.

SIGNING INSTRUCTIONS

You must sign this form as follows in the spaces provided

- Individual:** Where the holding is in one name, the Shareholder must sign.
- Joint holding:** Where the holding is in more than one name, all of the Shareholders should sign.
- Power of attorney:** If you have not already lodged the power of attorney with the registry, please attach a certified photocopy of the power of attorney to this Proxy Voting Form when you return it.

Companies: To be signed in accordance with your Constitution. Please sign in the appropriate box which indicates the office held by you.

Email Address: Please provide your email address in the space provided.

By providing your email address, you elect to receive all communications despatched by the Company electronically (where legally permissible) such as a Notice of Meeting, Proxy Voting Form and Annual Report via email.

CORPORATE REPRESENTATIVES

If a representative of the corporation is to attend the Meeting the appropriate 'Appointment of Corporate Representative' should be produced prior to admission. A form may be obtained from the Company's share registry online at <https://automic.com.au>.

ATTENDING THE MEETING

Completion of a Proxy Voting Form will not prevent individual Shareholders from attending the Meeting in person if they wish. Where a Shareholder completes and lodges a valid Proxy Voting Form and attends the Meeting in person, then the proxy's authority to speak and vote for that Shareholder is suspended while the Shareholder is present at the Meeting.

POWER OF ATTORNEY

If a representative as power of attorney of a Shareholder of the Company is to attend the Meeting, a certified copy of the Power of Attorney, or the original Power of Attorney, must be received by the Company in the same manner, and by the same time as outlined for proxy forms.



