



NOTICE OF ANNUAL MEETING OF STOCKHOLDERS

to be held at 2.00pm (AEDT) on 20 March 2018
at the offices of Computershare Investor Services Pty Limited,
Level 4
60 Carrington Street
Sydney NSW 2000

USA Registered Office:
251 Little Falls Drive,
City of Wilmington, COUNTY OF NEW CASTLE,
DELAWARE 19808-1674
UNITED STATES OF AMERICA

Dear Stockholders:

We cordially invite you to attend the 2018 annual meeting of stockholders of BuildingIQ, Inc. (**Annual Meeting**) to be held on 20 March 2018, at 2.00pm (AEDT) at Level 4, 60 Carrington Street, Sydney, New South Wales, Australia.

BuildingIQ is in a strong competitive position as the 5i Platform is the market's only integrated offering that brings visualisation, analytics, control and optimisation services together enabling a complete building portfolio benefit.

The highlights for 2017 (all AUD):

- Revenue from ordinary activities grew 33% to \$5.26m;
- Revenue and other income grew 40% to \$7.02m;
- 2018 contracted revenue reached \$6.77m;
- Operating expenses were reduced by 32% to \$7.14m;
- Building count increased to more than 1,085 buildings; and
- BuildingIQ now has over 101.72m square feet under contract.

Looking ahead, BuildingIQ is focused on three core strategic growth initiatives – strengthening our position in current markets with new greenfield and established buildings growth; expanding into new geographies, particularly Asia; and continuing to deliver additional services to existing customers. Our view is these strategies will enable us to continue to deliver more consistent growth, recurring revenue, increase client penetration and maintain our competitive advantage in the marketplace.

On behalf of all directors, I would like to extend our sincere thanks to Ken Pentimonti who retires at our 2018 Annual Meeting after having served as a board member since 2012.

All stockholders and holders of our CHESS Depositary Interests (**CDIs**) are invited to attend the Annual Meeting in person. Whether or not you expect to attend the Annual Meeting, you are urged to vote or submit your proxy or CDI Voting Instruction Form as soon as possible so that your shares (or shares of common stock underlying your CDIs) can be voted at the Annual Meeting in accordance with your instructions. For specific instructions on voting, please refer to the instructions in the Notice of Annual Meeting of Stockholders, the proxy card or CDI Voting Instruction Form (as applicable). If you hold your shares through an account with a brokerage firm, bank, or other nominee, please follow the instructions you receive from them to vote your shares.

We look forward to seeing you at the Annual Meeting.

Yours faithfully,



Alan Cameron
Chairman

NOTICE OF ANNUAL MEETING OF STOCKHOLDERS

Notice is hereby given that the Annual Meeting of Stockholders (**Annual Meeting**) of BuildingIQ, Inc. (**BuildingIQ** or the **Company**) will be held on 20 March 2018 at 2.00pm (AEDT) at Level 4, 60 Carrington Street, Sydney, New South Wales, Australia.

All material in this Notice of Meeting should be read in conjunction with the Proxy Statement and the Explanatory Notes. Please read the Proxy Statement and Explanatory Notes carefully. If you have any questions about any part of the business of the Annual Meeting, please consult your professional advisers or the Company Secretary, Ms Lisa Jones, on +61 2 9360 0602.

Items of Business

To consider the Financial Report and the reports of the Directors and Auditor for the year ended 31 December 2017.

A vote of stockholders is not required on the annual report or financial statements. However, Stockholders and holders of CHES Depositary Interests ("CDIs") will be given the opportunity to ask questions or make comments on the annual report at the meeting.

1. Election of Directors

To consider, and if thought fit, pass the following as separate ordinary resolutions:

- (a) *"That **Mr Alan Cameron**, being a director of the Company, retires in accordance with the Company's bylaws and certificate of incorporation, and being eligible, offers himself for re-election, is re-elected as a director of the Company."*
- (b) *"That **Ms Tanya Cox**, being a director of the Company, retires in accordance with the Company's bylaws and certificate of incorporation, and being eligible, offers herself for re-election, is re-elected as a director of the Company."*
- (c) *"That **Mr William Deane**, being a director of the Company, retires in accordance with the Company's bylaws and certificate of incorporation, and being eligible, offers himself for re-election, is re-elected as a director of the Company."*
- (d) *"That **Mr Gerd Goette**, being a director of the Company, retires in accordance with the Company's bylaws and certificate of incorporation, and being eligible, offers himself for re-election, is re-elected as a director of the Company."*
- (e) *"That **Mr Michael Nark**, being a director of the Company, retires in accordance with the Company's bylaws and certificate of incorporation, and being eligible, offers himself for re-election, is re-elected as a director of the Company."*

2. Amendment and Restatement of Certificate of Incorporation

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

*"That the Amended and Restated Certificate of Incorporation, in substantially the form attached hereto as Exhibit A (the "**Restated Certificate**"), is confirmed, approved, and adopted, in all respects, together with such changes in form and substance as are approved by any executive officer of the Company, and that such officers, and any of them, are each authorized and directed to execute and file the Restated Certificate with the Delaware Secretary of State."*

3. Amendment of BuildingIQ, Inc. 2012 Equity Incentive Plan

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

*"That the amendment to the BuildingIQ, Inc. 2012 Equity Incentive Plan, as amended (the **Plan Amendment**), which increases the maximum number of shares of the Company's*

common stock that may be issued under the Plan to ten (10) percent of the outstanding shares of the Company's common stock and the maximum number of shares of the Company's common stock that may be issued upon the exercise of incentive stock options to 47,117,492 subject in both cases to adjustment as provided by the Plan, in substantially the form attached hereto as Exhibit B, is hereby confirmed, approved, adopted, and ratified, in all respects."

4. Approval of BuildingIQ, Inc 2012 Equity Incentive Plan for the purposes of ASX Listing Rule 7.2

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

"That, for the purposes of ASX Listing Rule 7.2 (Exception 9) and for all other purposes, approval is given for the BuildingIQ, Inc 2012 Equity Incentive Plan and the issue of options and shares under the Plan, a summary of which is set out in the Explanatory Memorandum and the full terms of which are attached at Exhibit B "

5. Approval of 10% Placement Capacity

To consider and, if thought fit, pass the following as a special resolution:

"That, pursuant to and in accordance with ASX Listing Rule 7.1A and for all other purposes, approval is given for the issue of Equity Securities up to 10% of the issued capital of the Company (at the time of issue) calculated in accordance with the formula prescribed in ASX Listing Rule 7.1A.2 and on the terms and conditions set out in the accompanying Explanatory Notes."

Certain voting exclusions apply to some of the resolutions set out above. Please refer to the Proxy Statement for details of these voting exclusions.

BY ORDER OF THE BOARD



Lisa Jones
Australian Company Secretary

28 February 2018

**BUILDINGIQ, INC.
251 Little Falls Drive
City of Wilmington, County of New Castle,
DELAWARE 19808-1674
UNITED STATES OF AMERICA.**

**IMPORTANT NOTICE REGARDING THE AVAILABILITY OF
PROXY MATERIALS FOR THE ANNUAL MEETING OF STOCKHOLDERS:**

The Notice of Annual Meeting, the Proxy Statement and the Explanatory Notes are available at www.buildingiq.com/investor-relations (for holders of shares) and at www.investorvote.com.au (for holders of CDIs)

PROXY STATEMENT

**ANNUAL MEETING OF STOCKHOLDERS
2.00pm (AEDT) ON 20 MARCH 2018**

This Proxy Statement, along with a proxy card and CDI Voting Instruction Form, is being made available to our stockholders and CDI holders on or about 2 March 2018.

GENERAL INFORMATION

Why am I receiving these materials?

We have made these proxy materials available to you in connection with the solicitation by the Board of Directors (the **Board**) of BuildingIQ, Inc. (the **Company** or **BuildingIQ**) of proxies to be voted at the Annual Meeting to be held on 20 March 2018 at 2.00pm at Level 4, 60 Carrington Street, Sydney, New South Wales, Australia, and at any postponements or adjournments of the Annual Meeting.

If you held shares as of 7.00pm (AEDT) on 1 March 2018, which is the **Record Date** for the Annual Meeting, you are invited to attend the Annual Meeting and vote on the proposals described below under the heading "On what proposal am I voting?"

Those persons holding CHESS Depositary Interests (**CDIs**) are entitled to receive notice of and to attend the Annual Meeting and may instruct CHESS Depositary Nominees Pty Ltd. (**CDN**) to vote at the Annual Meeting by following the instructions on the CDI Voting Instruction Form or by voting online at www.investorvote.com.au.

What is the purpose of the meeting?

At the Annual Meeting, stockholders are invited to act upon the matters outlined in the Notice of Annual Meeting. At the meeting, management will also report on matters of current interest to our stockholders and respond to any questions from our stockholders. The matters outlined in the Notice of Annual Meeting include:

- the election of five directors (Items 1(a) to 1(e);
- the amendment and restatement of the Company's current certificate of incorporation, as amended (Item 2);
- the amendment of the Company's equity incentive plan, as amended (Item 3);
- the approval of the Company's equity incentive plan for the purposes of ASX Listing Rule 7.2 (Exception 9) (Item 4); and
- approval of a 10% placement capacity under ASX Listing Rule 7.1A (Item 5).

Please refer to the Explanatory Notes for a detailed explanation of each proposed resolution and reasons for why approval is being sought by the Company for the proposed resolutions.

How does the Company's Board recommend that I vote?

The Board (with each director abstaining from making a recommendation in relation to his or her own election) recommends that you vote your shares or direct CDN to vote your CDIs (as the case may be) **"FOR"** the approval of each of the resolutions set out in the Notice of Meeting.

Who is entitled to vote at the Annual Meeting?

If you were a holder of BuildingIQ shares of common stock, either as a stockholder of record or as the beneficial owner of shares held in street name, at the Record Date for the Annual Meeting (being 7.00pm on 1 March 2018), you may vote your shares at the Annual Meeting. As of the Record Date, there were 235,587,461 shares of our common stock outstanding (equivalent to 235,587,461 CDIs assuming all Shares were converted into CDIs on the Record Date). Each stockholder has one vote for each share of common stock held as of the Record Date. Each CDI holder is entitled to direct CDN to vote one share for every CDI held by such holder. As summarized below, there are some distinctions between shares held of record and those owned beneficially and held in street name.

What does it mean to be a "stockholder of record?"

You are a "stockholder of record" if your shares are registered directly in your name with our transfer agent, Computershare Trust Company, N.A. As a stockholder of record, you have the right to grant your voting proxy directly to us or to vote in person at the Annual Meeting. You may vote online or by mail, as described below under the heading "How do I vote my shares of BuildingIQ common stock?" Holders of CDIs are entitled to receive notice of and to attend the Annual Meeting and may direct CDN to vote at the Annual Meeting by following the instructions on the CDI Voting Instruction Form or by voting online at www.investorvote.com.au.

What does it mean to beneficially own shares in "street name?"

You are deemed to beneficially own your shares in "street name" if your shares are held in an account at a brokerage firm, bank, broker-dealer, trust, custodian, or other similar organization. If this is the case, proxy materials were forwarded to you by that organization. As the beneficial owner, you have the right to direct your broker, bank, trustee, or nominee how to vote your shares, and you are also invited to attend the Annual Meeting. If you hold your shares in street name and do not provide voting instructions to your broker, your shares will not be voted on any proposal on which your broker does not have discretionary authority to vote (a "broker non-vote").

Since a beneficial owner is not the stockholder of record, you may not vote your shares in person at the Annual Meeting unless you obtain a "legal proxy" from the broker, bank, trustee, or nominee that holds your shares giving you the right to vote the shares at the meeting. If you do not wish to vote in person or you will not be attending the Annual Meeting, you may vote by proxy. You may vote by proxy by Internet or mail, as described below under the heading "How do I vote my shares of BuildingIQ common stock?"

How many shares must be present or represented to conduct business at the Annual Meeting?

The quorum requirement for holding the Annual Meeting and transacting business is that holders of a majority of the voting power of the issued and outstanding shares of BuildingIQ entitled to vote must be present in person or represented by proxy. Abstentions are counted for the purpose of determining the presence of a quorum. As of the Record Date, there were 235,587,461 shares of our common stock outstanding, and each share is entitled to one vote at the Annual Meeting.

What is the voting requirement to approve the proposed resolutions?

Items 1(a) to 1(e) – Election of Directors

Directors are elected by a plurality of votes of the shares present in person or represented by proxy and entitled to vote at the Annual Meeting.

You may vote “FOR” or “ABSTAIN” on the election of each of the directors nominated for election. Abstentions are considered shares present and entitled to vote for the purposes of determining quorum, but will not be treated as a vote “FOR” or a vote “AGAINST”. As a result, abstentions will not be counted in determining which nominees received the largest number of votes cast. Broker non-votes will have no direct effect on the outcome of the proposal.

If you do not submit your proxy or voting instructions your shares will not be counted for the purpose of establishing a quorum and will have no effect on the outcome of this proposal. The same result will occur if you do not instruct CDN how to vote your shares.

Under ASX Listing Rule 14.2.1, a proxy form must allow stockholders to vote for a resolution, against a resolution or to abstain from voting on a resolution. ASX granted the Company a waiver from Listing Rule 14.2.1 to the extent necessary to permit the Company not to provide in its proxy form an option for holders of CDIs to vote against a resolution to elect a director. The terms of the waiver are that: (i) the Company complies with the relevant US laws as to the content of proxy forms applicable to resolutions for the election of directors; (ii) any notice given by the Company to CDI holders under ASX Settlement Operating Rule 13.8.9 makes it clear that holders are only able to vote for such resolutions or abstain from voting, and the reasons why this is the case; (iii) the terms of the waiver are set out in the management proxy circular provided to all holders of CDIs; and (iv) the waiver from listing rule 14.2.1 only applies for so long as the relevant US laws prevent the Company from permitting stockholders to vote against a resolution to elect a director.

Item 2 – Approval of the Amended and Restated Certificate of Incorporation

The affirmative vote of a majority of our outstanding shares of common stock entitled to vote at the Annual Meeting is required to approve of the Company’s Amended and Restated Certificate of Incorporation, in substantially the form attached hereto as Exhibit A (***Restated Certificate***).

You may vote “FOR”, “AGAINST” or “ABSTAIN” on the proposal to approve of the Restated Certificate. Abstentions are considered shares present and entitled to vote and thus will have the effect of a vote “AGAINST” this proposal. Broker non-votes will have no direct effect on the outcome of the proposal.

If you do not submit your proxy or voting instruction form, your shares will not be counted for the purpose of establishing a quorum and will have no effect on the outcome of this proposal. The same result will occur if you do not instruct CDN how to vote your shares.

Item 3 – Approval of Amendment to the Company’s 2012 Equity Incentive Plan

The affirmative vote of a majority of our outstanding shares of common stock entitled to vote at the Annual Meeting is required to approve of the amendment (the ***Plan Amendment***) to the Company’s 2012 Equity Incentive Plan, as amended (***Plan***).

You may vote “FOR”, “AGAINST” or “ABSTAIN” on the proposal to approve of the Plan Amendment. Abstentions are considered shares present and entitled to vote and thus will have the effect of a vote “AGAINST” this proposal. Broker non-votes will have no direct effect on the outcome of the proposal.

If you do not submit your proxy or voting instruction form, your shares will not be counted for the purpose of establishing a quorum and will have no effect on the outcome of this proposal. The same result will occur if you do not instruct CDN how to vote your shares.

Item 4 – Approval of the BuildingIQ, Inc 2012 Equity Incentive Plan for the purposes of ASX Listing Rule 7.2

The affirmative vote of a majority of our outstanding shares of common stock entitled to vote at the Annual Meeting is required to approve the Plan for the purposes of ASX Listing Rule 7.2

You may vote “FOR”, “AGAINST” or “ABSTAIN” on the proposal to approve the Plan. Abstentions are considered shares present and entitled to vote and thus will have the effect of a vote “AGAINST” this proposal. Broker non-votes will have no direct effect on the outcome of the proposal.

If you do not submit your proxy or voting instruction form, your shares will not be counted for the purpose of establishing a quorum and will have no effect on the outcome of this proposal. The same result will occur if you do not instruct CDN how to vote your shares.

Voting exclusion statement

Under Listing Rule 14.11.1, the Company will disregard any votes cast in favour of Item 4 by a director of the company who is eligible to participate in the employee incentive scheme in respect of which the approval is sought and any associate of any such director of the company. However, the company need not disregard a vote if it is cast (a) by a person as proxy for a person who is entitled to vote on Item 4, in accordance with the directions on the proxy form; or (b) by a person chairing the meeting as proxy for a person who is entitled to vote on Item 4, in accordance with a direction on the proxy form to vote as the proxy decides.

The company will disregard votes from all directors and their associates on this resolution.

Item 5 - Approval of 10% Placement Capacity

This is a special resolution and so requires the affirmative vote of 75% of the votes cast by stockholders present in person or represented by proxy at the Annual Meeting and entitled to vote on this proposal.

You may vote "FOR", "AGAINST" or "ABSTAIN" on the proposal to approve, pursuant to and in accordance with Listing Rule 7.1A and for all other purposes, the issue of up to 10% of the issued capital of the Company (at the time of the issue) calculated in accordance with the formula prescribed in Listing Rule 7.1A.2 (**10% Placement Facility**). Abstentions are considered shares present and entitled to vote and thus will have the effect of a vote "AGAINST" this proposal.

If you do not submit your proxy or voting instruction form, your Shares will not be counted for the purpose of establishing a quorum and will have no effect on the outcome of this proposal. The same result will occur if you do not instruct CDN how to vote your Shares.

Voting exclusion statement

Under Listing Rule 14.11.1, the Company will disregard any votes cast in favour of Item 5 by a person who may participate in the proposed issue, and any of their associates, and a person who might obtain a benefit, except a benefit solely in the capacity of a holder of shares or CDIs, if the resolution under Item 5 is passed unless the vote is cast (a) by a person as proxy for a person who is entitled to vote on Item 5, in accordance with the directions on the proxy form; or (b) by a person chairing the meeting as proxy for a person who is entitled to vote on Item 5, in accordance with a direction on the proxy form to vote as the proxy decides.

At the date of this Notice, the Company has not approached any particular existing stockholder or security holder or an identifiable class of existing security holder to participate in the issue of the Equity Securities. No existing stockholder's votes will therefore be excluded under the voting exclusion in the Notice.

How do I vote my shares of BuildingIQ common stock?

If you are a stockholder of record, you can vote in the following ways:

Online: by following the Internet voting instructions included in the Notice of Meeting at any time up until 2.00pm (AEDT) on Thursday 15 March 2018.

By Mail: by marking, dating, and signing your proxy card in accordance with the instructions on it and returning it by mail in the pre-addressed reply envelope. The proxy card must be received prior to the Annual Meeting.

If your shares are held through a benefit or compensation plan or in street name, your plan trustee or your bank, broker, or other nominee should give you instructions for voting your shares. In these cases, you may vote by Internet, telephone, or mail by submitting a Voting Instruction Form.

If you satisfy the admission requirements to the Annual Meeting, as described below under the heading “How do I attend the Annual Meeting?” you may vote your shares in person at the meeting. Even if you plan to attend the Annual Meeting, we encourage you to vote in advance by Internet or mail so that your vote will be counted in the event you later decide not to attend the Annual Meeting. Shares held through a benefit or compensation plan cannot be voted in person at the Annual Meeting.

How do I vote if I hold CDIs?

Each CDI holder is entitled to direct CDN to vote one share for every CDI held by such holder. Those persons holding CDIs are entitled to receive notice of and to attend the Annual Meeting and any adjournment or postponement thereof, and may direct CDN to vote their underlying Shares at the Annual Meeting by voting online at www.investorvote.com.au, or by returning the CDI Voting Instruction Form to Computershare Investor Services Pty Ltd, the agent we designated for the collection and processing of voting instructions from our CDI holders, no later than 2.00pm (AEDT) on 15 March 2018 in accordance with the instructions on such form. Doing so permits CDI holders to instruct CDN to vote on their behalf in accordance with their written directions.

Alternatively, CDI holders have the following options in order to vote at the Annual Meeting:

- informing us that they wish to nominate themselves or another person to be appointed as CDN’s proxy for the purposes of attending and voting at the Annual Meeting; or
- converting their CDIs into a holding of shares of our common stock and voting these at the meeting (however, if thereafter the former CDI holder wishes to sell their investment on ASX, it would be necessary to convert Shares back into CDIs) - this must be done prior to the Record Date for the Annual Meeting.

As holders of CDIs will not appear on our share register as the legal holders of the Shares, they will not be entitled to vote at our stockholder meetings unless one of the above steps is undertaken.

How do I attend the Annual Meeting?

Admission to the Annual Meeting is limited to our stockholders or holders of CDIs, one member of their respective immediate families, or their named representatives. We reserve the right to limit the number of immediate family members or representatives who may attend the meeting. Stockholders of record, holders of CDIs of record, immediate family member guests, and representatives will be required to present government-issued photo identification (e.g., driver’s license or passport) to gain admission to the Annual Meeting.

To register to attend the Annual Meeting, please contact BuildingIQ as follows:

- online at www.investorvote.com.au;
- by phone at +61 3 9415 4000 (from outside Australia) or at 1300 850 505 (in Australia);
- by fax to +61 3 9473 2555 (from outside Australia) or 1800 783 447 (in Australia); or,
- by mail to Computershare Investor Services Pty Limited, GPO Box 242, Melbourne, Victoria, 3001, Australia.

Please include the following information in your request:

- your name and complete mailing address;
- whether you require special assistance at the meeting;

- if you will be naming a representative to attend the meeting on your behalf, the name, complete mailing address, and telephone number of that individual;
- proof that you own shares of BuildingIQ's common stock or hold CDIs as of the Record Date (such as a letter from your bank, broker, or other financial institution; a photocopy of a current brokerage, Computershare, or other account statement; or, a photocopy of a holding statement); and,
- the name of your immediate family member guest, if one will accompany you.

Please be advised that no cameras, recording equipment, electronic devices, large bags, briefcases, or packages will be permitted in the Annual Meeting.

What does it mean if I receive more than one set of proxy materials?

It generally means you hold shares registered in multiple accounts. To ensure that all your shares are voted, please submit proxies or voting instructions for all of your shares.

May I change my vote or revoke my proxy?

Yes. If you are a stockholder of record, you may change your vote or revoke your proxy by:

- filing a written statement to that effect with our Corporate Secretary at or before the taking of the vote at the Annual Meeting;
- voting again via the Internet or telephone at a later time before the closing of those voting facilities at 2.00pm (AEDT) on 15 March 2018;
- submitting a properly signed proxy card with a later date that is received at or prior to the Annual Meeting; or,
- attending the Annual Meeting, revoking your proxy, and voting in person.

The written statement or subsequent proxy should be delivered to BuildingIQ, Inc., 251 Little Falls Drive Wilmington, Delaware 19808-1674, United States of America, Attention: Corporate Secretary, or hand delivered to the Corporate Secretary, before the taking of the vote at the Annual Meeting. If you are a beneficial owner and hold shares through a broker, bank, or other nominee, you may submit new voting instructions by contacting your broker, bank, or other nominee. You may also change your vote or revoke your voting instructions in person at the Annual Meeting if you obtain a signed proxy from the record holder (broker, bank, or other nominee) giving you the right to vote the shares.

If you are a holder of CDIs and you direct CDN to vote by completing the CDI Voting Instruction Form, you may revoke those directions by delivering to Computershare, no later than 2.00pm (AEDT) on 15 March 2018, a written notice of revocation bearing a later date than the CDI Voting Instruction Form previously sent.

Can any other business be conducted at the Annual Meeting?

No. Under our bylaws and Delaware law, the business to be conducted at the Annual Meeting will be limited to the purposes stated in the notice to stockholders provided with this proxy statement.

What happens if the Annual Meeting is adjourned?

The Annual Meeting may be adjourned for the purpose of, among other things, soliciting additional proxies. Any adjournment may be made from time to time with the approval of the affirmative vote of the holders of a majority of the outstanding shares, present in person or represented by proxy and entitled to vote at the Annual Meeting. Under Delaware law, we are not required to notify stockholders of any adjournments of less than 30 days if the time and place of the adjourned meeting are announced at the meeting at which adjournment occurs, unless after the adjournment a new record

date is fixed for the adjourned meeting. Unless a new record date is fixed, your proxy will still be valid and may be voted at the adjourned meeting. You will still be able to change or revoke your proxy until it is voted.

Will representatives of the Company's independent registered public accounting firm for the current and most recently completed fiscal year be at the meeting?

A representative of BDO East Coast Partnership, our auditor for the current and most recently completed fiscal year, will be present at the Annual Meeting.

Who will pay for the cost of soliciting proxies?

We will pay the cost of soliciting proxies, including the cost of preparing and mailing proxy materials. Proxies may be solicited on our behalf by directors, officers, or employees (for no additional compensation) in person or by telephone, electronic transmission, and facsimile transmission.

If we hire soliciting agents, we will pay them a reasonable fee for their services. We will not pay directors, officers, or other regular employees any additional compensation for their efforts to supplement our proxy solicitation. We anticipate that banks, brokerage houses, and other custodians, nominees, and fiduciaries may forward soliciting material to the beneficial owners of Shares entitled to vote at the Annual Meeting and that we will reimburse those persons for their out-of-pocket expenses incurred in this connection.

Are there foreign ownership restrictions?

Yes. The CDIs are issued in reliance on the exemption from registration contained in Regulation S of the US Securities Act of 1933, as amended (**Securities Act**) for offers of securities which are made outside the US. Accordingly, the CDIs have not been, and will not be, registered under the Securities Act or the laws of any state or other jurisdiction in the US. As a result of relying on the Regulation S exemption, the CDIs are "restricted securities" under Rule 144 of the Securities Act. This means that you are unable to sell the CDIs into the US or to a US person for the foreseeable future except in very limited circumstances after the end of the restricted period, unless the re-sale of the CDIs is registered under the Securities Act or an exemption is available. To enforce the above transfer restrictions, all CDIs issued bear a 'FOR US' designation on the ASX. This designation restricts any CDIs from being sold on ASX to US persons. However, you are still able to freely transfer your CDIs on ASX to any person other than a US person. In addition, hedging transactions with regard to the CDIs may only be conducted in accordance with the Securities Act.

BY ORDER OF THE BOARD



Lisa Jones
Australian Company Secretary

28 February 2018

BUILDINGIQ, INC.
251 Little Falls Drive
City of Wilmington, County of New Castle,
DELAWARE 19808-1674
UNITED STATES OF AMERICA.

EXPLANATORY NOTES

ANNUAL MEETING OF STOCKHOLDERS
2.00pm (AEDT) ON 20 MARCH 2018

These Explanatory Notes have been prepared for the information of stockholders and holders of CHESS Depository Interests over shares in the common stock (**CDIs**) of BuildingIQ, Inc. (**BuildingIQ** or **Company**) in relation to the business to be conducted at the annual meeting of stockholders (**Annual Meeting**) of the Company.

The purpose of these Explanatory Notes is to provide stockholders with all information known to the Company which is material to a decision on how to vote on the resolutions accompanying the Notice of Meeting for the Annual Meeting (**Notice of Meeting**).

These Explanatory Notes should be read in conjunction with the Notice of Meeting and the Proxy Statement for the Annual Meeting.

ITEMS 1(a) to 1(e) – Election of Directors

Under the Company's bylaws, directors shall be elected at each annual meeting of stockholders and shall hold office until the next annual meeting. Therefore, all directors must stand for re-election at each annual meeting. Five out of six of the Company directors are standing for re-election at the 2018 Annual Meeting. As announced to ASX on 23 February 2018, Mr Ken Pentimonti has decided not to stand for re-election at the 2018 Annual Meeting and so will retire on 20 March 2018.

Resolution 1(a) – Election of Alan Cameron

Alan was a partner in a major law firm for 12 years before becoming Commonwealth Ombudsman in 1991, and was chairman of the Australian Securities Commission (ASC) and its successor, the Australian Securities and Investments Commission (ASIC), from January 1993 to November 2000. Since leaving ASIC in 2000, he has been a company director and a consultant on regulatory projects and governance reviews of various kinds. He is currently chair of Property Exchange Australia Limited and various companies in the BT Financial Group. He was appointed as a Member of the Order of Australia in 1997, and as an Officer in 2011.

He was appointed to the Board on 14 April 2015. Since then he has been Chairman of the Board and member of both the Audit & Risk Management Committee and the Remuneration Committee.

The Board (excluding Mr. Cameron) unanimously supports and recommends the re-election of Mr. Cameron as a Director.

Resolution 1(b) – Election of Tanya Cox

Tanya has more than 15 years' experience as a non-executive director and is currently Chair of Equiem Pty Ltd, a director of ASX listed OtherLevels Holdings, the Green Building Council of Australia and the World Green Building Council. Tanya is also a member of the NSW Climate Change Council and the CSIRO Property Strategy Advisory Committee. In her executive career, Tanya was most recently Chief Operating Officer of the DEXUS Property Group from 2003 to 2014.

She was appointed to the Board on 17 August 2015 and is Chair of both the Audit & Risk Management Committee and the Remuneration Committee.

The Board (excluding Ms. Cox) unanimously supports and recommends, the re-election of Ms. Cox

as a Director.

Resolution 1(c) - Election of William Deane

William is a Managing Director of Exto Partners Pty Ltd, a private investment firm based in Sydney. He has successfully managed IPOs, mergers and acquisitions for Exto's portfolio companies. Prior to joining Exto Partners, William was a corporate lawyer in New York with Sidley Austin LLP and Skadden, Arp, Slate, Meagher and Flom LLP, and in Australia with Ashursts (formerly Blake Dawson Waldron). William is a non-executive director of RedHill Education Limited (ASX:RDH).

William joined the Board of BuildingIQ in October 2012 and he is a member of both the Audit & Risk Management Committee and the Remuneration Committee.

The Board (excluding Mr. Deane) unanimously supports and recommends, the re-election of Mr. Deane as a Director.

Resolution 1(d) – Election of Gerd Goette

Gerd is a Partner at Siemens Venture Capital (SVC) based in Silicon Valley, California. He currently manages SVC's investments in BuildingIQ, ChargePoint, LO3 Energy, RePower Capital, Sensys, Sunverge, Tendril and Wirescan. Prior to joining SVC, Gerd was Vice President and Head of CableTV Solutions in Siemens Information and Communication Networks.

Gerd joined the Board of BuildingIQ in December 2012 and is a member of the Remuneration Committee.

The Board (excluding Mr. Goette) unanimously supports and recommends, the re-election of Mr. Goette as a Director.

Resolution 1(e) – Election of Michael Nark

Michael brings over 25 years of experience in software and technology-enabled service delivery businesses. He recently served as President and CEO of Power Analytics. He has a proven track record of building successful, efficient organisations and experience in leading companies to profitable growth.

Michael was named President & CEO and joined the Board in October of 2014.

The Board (excluding Mr. Nark) unanimously supports and recommends, the re-election of Mr. Nark as a Director.

Resolution 2 – Approval of the Company's Amended and Restated Certificate of Incorporation

On 27 February 2018, the Board approved of the Amended and Restated Certificate of Incorporation, in substantially the form attached hereto as Exhibit A (Restated Certificate), subject to the stockholder's approval, to, among other things, remove unnecessary provisions related to the preferred stock which was previously converted into shares of common stock in connection with the Company's listing on ASX in December 2015.

If the Restated Certificate is approved by the required vote of stockholders, we intend to file the Restated Certificate as soon as practicable after such approval is obtained. The Restated Certificate would become effective upon the filing with and acceptance by the Delaware Secretary of State.

The affirmative vote of a majority of our outstanding shares of common stock entitled to vote at the Annual Meeting is required to approve the Restated Certificate. Abstentions as to this Resolution 2 will be treated as votes against the Restated Certificate. Broker non-votes will have no direct effect on the outcome of the proposal.

The Board unanimously recommends a vote for the approval of the Restated Certificate.

Resolutions 3 – Approval of the Amendment of the Company’s 2012 Equity Incentive Plan

On 27 February 2018, the Board approved of an amendment to the Company’s 2012 Equity Incentive Plan, as amended (the **Plan**) to increase the maximum number of shares reserved for issuance thereunder to ten (10) percent of the outstanding shares of common stock and to increase the maximum number of shares that may be issued upon the exercise of incentive stock options to 47,117,492 (the **Plan Amendment**). At the Annual Meeting, the stockholders will be asked to approve and ratify the Plan Amendment.

The affirmative vote of a majority of our outstanding shares of common stock entitled to vote at the Annual Meeting is required to approve the Plan Amendment. Abstentions as to this Resolution 3 will be treated as votes against the Plan Amendment. Broker non-votes will have no direct effect on the outcome of the proposal.

The Board believes that the amendment to the Plan is necessary in order for the Company to continue to have available a reasonable number of shares to provide the incentives intended by the Plan.

Summary of the Plan

The material features of the Plan are summarized below. This summary is qualified in its entirety by reference to the full text of the Plan, which is attached hereto as Exhibit B.

Purpose

We have established the Plan in order to attract, retain and motivate employees, officers, directors, consultants, agents, advisors and independent contractors of the Company by providing them the opportunity to acquire a proprietary interest in the Company and to align their interests and efforts to the long-term interests of the Company’s stockholders.

Participation

An award under the Plan may be granted to any employee, officer or director of the Company whom the Board from time to time selects. An award may also be granted to any consultant, agent, advisor or independent contractor for bona fide services rendered to the Company that (a) are not in connection with the offer and sale of the Company’s securities in a capital-raising transaction and (b) do not directly or indirectly promote or maintain a market for the Company’s securities.

Administration

The Plan is currently administered by the Board. In accordance with the provisions of the Plan, the Board has full power and exclusive authority, subject to such orders or resolutions not inconsistent with the provisions of the Plan as may from time to time be adopted by the Board to:

- select the eligible persons to whom awards may from time to time be granted under the Plan;
- determine the type or types of awards to be granted to each individual under the Plan;
- determine the number of shares of common stock to be covered by each award granted under the Plan;
- determine the terms and conditions of any award granted under the Plan;
- approve the forms of notice or agreement for use under the Plan;
- determine whether, to what extent and under what circumstances awards may be settled in cash, shares of common stock or other property or canceled or suspended;

- interpret and administer the Plan and any instrument evidencing an award, notice or agreement executed or entered into under the Plan;
- establish such rules and regulations as it shall deem appropriate for the proper administration of the Plan;
- delegate ministerial duties to such of the Company's employees as it so determines; and
- make any other determination and take any other action that they deem necessary or desirable for administration of the Plan.

Term, Termination and Amendments

The Plan has no fixed expiration date. Notwithstanding the foregoing, no incentive stock options may be granted more than ten years after the later of (a) the adoption of the Plan by the Board and (b) the adoption by the Board of any amendments to the Plan that constitute the adoption of a new plan for purposes of Section 422 of the United States Internal Revenue Code of 1986, as amended (the **Code**). Also, notwithstanding the foregoing, no awards may be granted to a resident of California more than ten years after the earlier of the date of adoption of the Plan and the date the Plan is approved by the stockholders.

The Board may amend, suspend or terminate the Plan or any portion of the Plan at any time and in such respects as it shall deem advisable; provided, however, that, to the extent required by applicable law, regulation or stock exchange rule, stockholder approval may be required for any amendment to the plan. Subject to the provisions of the Plan, the Board may amend the terms of any outstanding award, prospectively or retroactively.

Limits on Awards

Currently, a maximum of 4,379,083 are available for issuance under the Plan. The maximum number of shares that may be issued upon the exercise of incentive stock options is 4,379,083. Resolution 3 would provide for an increase in the maximum number of shares reserved for issuance under the Plan to ten (10) percent of the outstanding shares of the Company's common stock and increase the maximum number of shares that may be issued upon the exercise of incentive stock options to 47,117,492. As at the date of this Notice, the Company has 235,587,461 shares of common stock on issue meaning that the maximum number of shares that would be available for issuance under the Plan, assuming Resolution 3 is approved, would be 23,558,746 shares. The Company is seeking approval to increase the maximum number of shares that may be issued upon exercise of incentive stock options (which must be a fixed number) to 47,117,492 so as to allow flexibility should the Company's share capital increase from its current level.

Adjustments to Awards

In the event, at any time or from time to time, a stock dividend, stock split, spin-off, combination or exchange of shares, recapitalization, merger, consolidation, distribution to stockholders other than a normal cash dividend, or other change in the Company's corporate or capital structure results in (a) the outstanding shares of common stock, or any securities exchanged therefor or received in their place, being exchanged for a different number or kind of securities of the Company or any other company or (b) new, different or additional securities of the Company or any other company being received by the holders of shares of common stock, then the Board will make proportional adjustments in (i) the maximum number and kind of securities available for issuance under the Plan; (ii) the maximum number and kind of securities issuable as incentive stock options; and (iii) the number and kind of securities that are subject to any outstanding award and the per share price of such securities, without any change in the aggregate price to be paid therefor. The determination by the Board as to the terms of any of the foregoing adjustments shall be conclusive and binding.

Notwithstanding the foregoing, the issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, for cash or property, or for labor or services rendered, either upon direct sale or upon the exercise of rights or warrants to subscribe therefor, or

upon conversion of shares or obligations of the Company convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to, outstanding awards.

Types of Awards

The following types of awards may be granted under the Plan:

- *Options:* the Plan permits the grant of options designated as incentive stock options or nonqualified stock options. Incentive stock options may be granted only to employees' of the Company or the Company's subsidiary. Nonqualified stock options may be granted to anyone eligible to participate in the Plan. Each of an incentive stock option and nonqualified stock option entitles the holders to receive shares of common stock upon paying a fair market value, or higher, exercise price that is determined by the Board on the stock option's grant date.
- *Stock Appreciation Right:* The Plan permits the grant of stock appreciation rights at any time on such terms and conditions as the Board determines in its sole discretion. A stock appreciation right may be granted in tandem with an option or alone. A stock appreciation right may be exercised upon such terms and conditions and for the term as the Board determines in its sole discretion. Upon exercise of a stock appreciation right, the holder is entitled to receive payment in an amount determined by multiplying: (a) the difference between the fair market value of the common stock on the date of exercise over the grant price of the stock appreciation right by (b) the number of shares with respect to which the stock appreciation right is exercised.
- *Stock Awards, Restricted Stock and Stock Units:* The Plan permits the Board to grant stock awards, restricted stock and stock units on such terms and conditions and subject to such repurchase or forfeiture restrictions, if any, as the Board shall determine in its sole discretion, which terms, conditions and restrictions shall be set forth in the instrument evidencing the award. Upon the satisfaction of any terms, conditions and restrictions prescribed with respect to restricted stock or stock units, or upon an award holder's release from any terms, conditions and restrictions of restricted stock or stock units, as determined by the Board (a) the shares of restricted stock covered by each award of restricted stock shall become freely transferable by the holder subject to the terms and conditions of the Plan, the instrument evidencing the award, and applicable securities laws, and (b) stock units shall be paid in shares of common stock or, if set forth in the instrument evidencing the awards, in cash or a combination of cash and shares of common stock. Any fractional shares subject to such Awards shall be paid to the holder in cash. The Board, in its sole discretion, may waive the repurchase or forfeiture period and any other terms, conditions or restrictions on any restricted stock or stock unit under such circumstances and subject to such terms and conditions as the Board shall deem appropriate.
- *Other Stock or Cash-Based Awards:* Subject to the terms of the Plan and such other terms and conditions as the Board deems appropriate, the Plan permits the grant of other incentives payable in cash or in shares of common stock under the Plan.

Termination of Employment

The Plan provides that, unless otherwise provided by the Board or established in the instrument evidencing an award:

- any portion of an option that is not vested and exercisable on the date of a holder's termination of service shall expire on such date.
- any portion of an of an option that is vested and exercisable on the date of a holder's termination of service shall expire on the earliest to occur of: (i) if the holder's termination of service occurs for reasons other than cause, retirement, disability or death, the date that is three month after such termination of service; (ii) if the holder's termination of service occurs

by reason of retirement, disability or death, the one-year anniversary of such termination of service; and (iii) the applicable option expiration date.

Notwithstanding the foregoing, if an option holder dies after the holder's termination of service but while an option is otherwise exercisable, the portion of the option that is vested and exercisable on the date of such termination of service shall expire upon the earlier to occur of (y) the option expiration date and (z) the one-year anniversary of the date of death, unless the Board determines otherwise.

Notwithstanding the foregoing, to the extent required by applicable law, unless employment or services are terminated for cause, the right to exercise an option in the event of termination of service, to the extent that the option holder is otherwise entitled to exercise an option on the date of termination of service, shall be

- at least six months from the date of an option holder's termination of service if termination was caused by death or disability; and
- at least 30 days from the date of an option holder's termination of service if termination was caused by other than death or disability;
- but in no event later than the option expiration date.

Also notwithstanding the foregoing, in case an option holder's termination of service occurs for cause, all options granted to the holder shall automatically expire upon first notification to the holder of such termination, unless the Board determines otherwise. If an option holder's employment or service relationship with the Company is suspended pending an investigation of whether the option holder shall be terminated for cause, all the option holder's rights under any option shall likewise be suspended during the period of investigation. If any facts that would constitute termination for cause are discovered after an optionholder's termination of service, any option then held by the option holder may be immediately terminated by the Board, in its sole discretion.

Change of Control

The Plan provides that upon a change of control:

- Notwithstanding any other provision of the Plan to the contrary, unless the Board determines otherwise with respect to a particular award in the instrument evidencing the award or in a written employment, services or other agreement between the award holder and the Company, in the event of a change of control, if and to the extent an outstanding award is not converted, assumed, substituted for or replaced by the successor company, then effective immediately prior to the change of control such award shall become fully vested and exercisable or payable, and all applicable restrictions or forfeiture provisions shall lapse, and then terminate upon effectiveness of the change of control. If and to the extent the successor company converts, assumes, substitutes for or replaces an outstanding award, the vesting and/or exercisability restrictions and/or forfeiture and/or repurchase provisions applicable to such award shall not be accelerated or lapse, and all such vesting and/or exercisability restrictions and/or forfeiture and/or repurchase provisions shall continue with respect to any shares of the successor company or other consideration that may be received with respect to such award;
- Notwithstanding the foregoing, the Board, in its sole discretion, may instead provide in the event of a change of control that an award holder's outstanding awards shall terminate upon or immediately prior to such change of control and that each such award holder shall receive, in exchange therefor, a cash payment equal to the amount (if any) by which (i) the acquisition price multiplied by the number of shares of common stock subject to such outstanding awards (either to the extent then vested and exercisable, or subject to restrictions and/or forfeiture provisions, or whether or not then vested and exercisable, or subject to restrictions and/or forfeiture provisions, as determined by the Board in its sole discretion) exceeds (ii) if applicable, the respective aggregate exercise, grant or purchase price payable with respect to shares of common stock subject to such awards.

The Plan does not require all awards to be treated similarly.

Dividends and Distributions

Award holders may, if the Board so determines, be credited with dividends or dividend equivalents paid with respect to shares of common stock underlying an award in a manner determined by the Board in its sole discretion.

Summary of Federal Income Tax Consequences of Awards

THE FOLLOWING IS ONLY A SUMMARY OF THE EFFECT OF U.S. FEDERAL INCOME TAXATION WITH RESPECT TO THE GRANT AND EXERCISE OF AWARDS UNDER THE PLAN. IT DOES NOT PURPORT TO BE COMPLETE AND DOES NOT DISCUSS ALL POSSIBLE TAX CONSEQUENCES. THIS SUMMARY DOES NOT ADDRESS THE TAX CONSEQUENCES UNDER THE LAWS OF OTHER COUNTRIES. YOU SHOULD CONSULT YOUR OWN TAX ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES TO YOU OF ANY AWARD YOU RECEIVED UNDER THE PLAN.

Incentive stock options (ISOs). In general, an option holder realizes no taxable income upon the grant or exercise of an ISO. However, the exercise of an ISO may result in an alternative minimum tax liability to the option holder. With certain exceptions, a disposition of shares purchased under an ISO within two years from the date of grant or within one year after exercise produces ordinary income to the option holder (and a deduction to us) equal to the value of the shares at the time of exercise less the exercise price. Any additional gain recognized in the disposition is treated as capital gain for which we are not entitled to a deduction. If the option holder does not dispose of the shares until after the expiration of these one- and two-year holding periods, any gain or loss recognized upon a subsequent sale is treated as a long-term capital gain or loss for which we are not entitled to a deduction.

Nonqualified stock options (NSOs). In general, in the case of an NSO, the option holder has no taxable income at the time of grant but realizes income in connection with exercise of the option in an amount equal to the excess (at the time of exercise) of the fair market value of the shares acquired upon exercise over the exercise price. A corresponding deduction is generally available to us. Upon a subsequent sale or exchange of the shares, any recognized gain or loss after the date of exercise is treated as short-term or long-term capital gain or loss, depending upon the holding period of the shares, for which we are not entitled to a deduction.

Restricted Stock and Stock Units. In general, an award holder will not recognize income at the time a restricted stock award is granted. When the restrictions lapse with regard to any installment of restricted stock, the award holder will recognize ordinary income in an amount equal to the fair market value of the shares with respect to which the restrictions lapse, unless the individual elected to realize ordinary income in the year the award is granted in an amount equal to the fair market value of the restricted stock awarded, determined without regard to the restrictions. An award holder will not recognize income at the time an award of stock units is granted. The award holder will recognize ordinary income at the time the stock units vest, in an amount equal to the cash paid or to be paid or the fair market value of the shares delivered or to be delivered. The Company is entitled to a deduction at the same time and in the same amount as the award holder recognizes ordinary income.

Stock Appreciation Rights. In general, the amount of cash an award holder receives and/or fair market value of vested shares an award holder receives upon the exercise of a stock appreciation right will be taxable as ordinary income. The Company is entitled to a deduction at the same time and in the same amount as the award holder's recognition of ordinary income.

Plan Benefits

The amount and timing of awards granted under the Plan are determined in the sole discretion of the Board and therefore cannot be determined in advance. The future awards that would be received under the Plan by executive officers or other employees are discretionary and are therefore not determinable at this time.

The Board unanimously recommends a vote for the approval of the Plan Amendment.

Resolution 4 – Approval of BuildingIQ’s (amended) 2012 Equity Incentive Plan under ASX Listing Rule 7.2

The Company seeks stockholder approval of the Plan (as amended pursuant to Resolution 3), for the purpose of ASX Listing Rule 7.2 (Exception 9).

ASX Listing Rule 7.1 requires a listed company to obtain stockholder approval prior to the issue of shares, or securities convertible into shares, representing more than 15% of the issued capital of the company in any rolling 12 month period.

An exception to Listing Rule 7.1 is set out in the ASX Listing Rule 7.2 (Exception 9) which provides that issues under an employee incentive plan are exempt for a period of 3 years from the date on which either: (a) in the case of a scheme established before an entity was listed, a summary of the terms of the plan were set out in the prospectus; or (b) holders of ordinary securities approved the issue of securities under the plan as an exception to this rule.

A summary of the Plan was included in the company’s prospectus when it listed on ASX in 2015 (lodged with ASX on 16 December 2015). The company now wishes to seek stockholder approval of the Plan, as amended pursuant to Resolution 3, for the purposes of Listing Rule 7.2 (Exception 9).

The Board unanimously recommends that stockholders vote in favour of Resolution 4.

The following information is provided in accordance with Listing Rule 7.2 (Exception 9):

- (a) A summary of the material terms of the 2012 Equity Incentive Plan is provided in the Explanatory Notes to Resolution 3 above and the full text of the plan as amended pursuant to Resolution 3, if passed, is attached at Exhibit B.
- (b) 4,170,000 options have been issued under the 2012 Equity Incentive Plan since the Company listed on 17 December 2015. Of those 845,000 have lapsed and none have been exercised.
- (c) A voting exclusion statement in respect of Resolution 4 is set out in the Proxy Statement.

Note: if Resolution 3 does not pass, Resolution 4 will be withdrawn.

Resolution 5 – Approval of 10% Placement Capacity in accordance with ASX Listing Rule 7.1A.

Background

ASX Listing Rule 7.1A enables eligible entities to issue equity securities (as defined in ASX Listing Rule 19) up to 10% of its issued share capital through placements over a 12 month period after the annual general meeting (the **10% Placement Facility**). The 10% Placement Facility is in addition to the Company’s 15% placement capacity under Listing Rule 7.1.

An eligible entity for the purposes of Listing Rule 7.1A is an entity that is not included in the S&P/ASX 300 Index and has a market capitalization of \$300 million or less. The Company is an eligible entity as at the date of this Notice of Annual Meeting.

The Company is now seeking stockholder approval by way of a special resolution to have the ability to issue ‘equity securities’ under the 10% Placement Facility. Equity Securities as defined in the ASX Listing Rules includes a share, unit, a right to a share or unit or option, an option over an issued or unissued security and a convertible security. The exact number of Equity Securities to be issued under the 10% Placement Facility will be determined in accordance with the formula prescribed in Listing Rule 7.1A.2 (refer below).

The purpose of this Resolution 5 is to provide the Company with flexibility to meet future business and financial needs and the Board believes it is desirable to have the ability to act promptly with respect to potential opportunities. Approval of this resolution would enable the Company to issue shares of common stock or CDIs without the expense and delay of holding a meeting of stockholders, unless otherwise required by applicable law, regulations or the ASX Listing Rules. For

these reasons, the Board believes that Resolution 4 is in the best interests of the Company and unanimously recommends that stockholders vote in favor of this resolution.

Description of Listing Rule 7.1A

(a) Stockholder approval:

The ability to issue Equity Securities (including CDIs) under the 10% Placement Facility is subject to stockholder approval by way of a special resolution at an annual general meeting.

(b) Equity Securities:

Any Equity Securities issued under the 10% Placement Facility must be in the same class as an existing quoted class of Equity Securities of the Company. As at the date of this Notice of Annual Meeting, the Company has on issue one quoted class of Equity Securities, being shares of common stock, traded in the form of CDIs on the ASX.

(c) Formula for calculating 10% Placement Facility:

ASX Listing Rule 7.1A.2 provides that eligible entities which have obtained stockholder approval at an annual general meeting may issue or agree to issue, during the 12 month period after the date of the annual general meeting, a number of Equity Securities calculated in accordance with the following formula:

$$(A \times D) - E$$

A has the same meaning as in ASX Listing Rule 7.1, meaning A is the number of fully paid ordinary securities on issue 12 months before the date of issue or agreement to issue:

- plus the number of fully paid ordinary securities issued in the 12 months under an exception in ASX Listing Rule 7.2;
- plus the number of partly paid ordinary securities that became fully paid in the 12 months;
- plus the number of fully paid ordinary securities issued in the 12 months with Stockholder approval under ASX Listing Rules 7.1 and 7.4;
- less the number of fully paid ordinary securities cancelled in the 12 months.

D= 10%

E= the number of Equity Securities issued or agreed to be issued under ASX Listing Rule 7.1A.2 in the 12 months before the date of the issue or agreement to issue that are not issued with the stockholder approval under Listing Rule 7.1 or 7.4.

(d) Listing Rule 7.1 and Listing Rule 7.1A:

The ability of an eligible entity to issue Equity Securities under Listing Rule 7.1A is in addition to the entity's 15% placement capacity under Listing Rule 7.1. Therefore, if this Resolution 5 is approved, subject to the limitations described below with respect to the use of the 10% Placement Facility, the Company will generally be able to issue up to 25% of its issued share capital without any further stockholder approval in the next 12 months, unless such stockholder approval is required by applicable laws, regulations or the ASX Listing Rules.

At the date of this Notice, the Company has on issue 235,587,461 shares (equivalent to 235,587,461 CDIs assuming all shares were converted into CDIs on that date) and has the capacity to issue a remaining 35,338,119 Equity Securities under Listing Rule 7.1. The number of Equity Securities that the Company will have the capacity to issue under Listing

Rule 7.1A will be calculated at the date of issue of the Equity Securities in accordance with the formula prescribed in ASX Listing Rule 7.1.A.2 (refer to section (c) above).

Specific information required by Listing Rule 7.3A

Pursuant to and in accordance with Listing Rule 7.3A, the following information is provided in relation to the approval of the 10% Placement Facility:

Minimum Issue Price:

The issue price of Equity Securities issued under Listing Rule 7.1A must be not less than 75% of the volume weighted average market price (**VWAP**) of Equity Securities in the same class calculated over the 15 trading days on which trades in the relevant class were recorded immediately before:

- (a) the date on which the price at which the Equity Securities are to be issued is agreed; or
- (b) if the Equity Securities are not issued within 5 trading days of the date in paragraph (a) above, the date on which the Equity Securities are issued.

Risk of Economic and Voting Dilution

If Resolution 5 is approved by stockholders and the Company issues Equity Securities under the 10% Placement Facility, the existing stockholders' voting power in the Company will be diluted. There is a risk that:

- the market price for the Company's Equity Securities may be significantly lower on the date of the issue of the Equity Securities than on the date stockholders provide their approval at the Annual Meeting; and
- the Equity Securities may be issued at a price that is at a discount to the market price for the Company's Equity Securities on the issue date.

The table below shows the dilution of existing stockholders and holders of CDIs on the basis of the current market price of CDIs and the current number of CDIs for variable "A" calculated in accordance with the formula in Listing Rule 7.1A.2 as at 22 February 2018.

The table also shows:

- two examples where variable "A" has increased, by 50% and 100%. Variable "A" is based on the number of CDIs the Company has on issue. The number of CDIs on issue may increase as a result of issues of ordinary securities that do not require Stockholder approval (for example, a pro rata entitlements issue or scrip issued under a takeover offer) or future specific placements under ASX Listing Rule 7.1 that are approved at a future Stockholders' meeting; and
- two examples of where the issue price of ordinary securities has decreased by 50% and increased by 100% as against the current market price.

Variable "A" in ASX Listing Rule 7.1A.2		Dilution		
		\$0.085 Deemed Price	\$0.043 50% Decrease in Deemed Price	\$0.170 100% Increase in Deemed Price
Current Variable A 235,587,461 Shares	10% Voting Dilution	23,558,746	23,558,746	23,558,746
	Funds Raised	\$2,002,493.42	\$1,001,246.71	\$4,004,986.84
50% Increase in Current Variable A 353,381,192 Shares	10% Voting Dilution	35,338,119	35,338,119	35,338,119
	Funds Raised	\$3,003,740.13	\$1,501,870.06	\$6,007,480.26
100% Increase in Current Variable A 471,174,922 Shares	10% Voting Dilution	47,117,492	47,117,492	47,117,492
	Funds Raised	\$4,004,986.84	\$2,002,493.42	\$8,009,973.67

The table has been prepared on the following assumptions:

- The Company issues (as CDIs) the maximum number of Equity Securities available under the 10% Placement Facility.
- No options are exercised into shares before the date of the issue of the Equity Securities under ASX Listing Rule 7.1A.
- The 10% voting dilution reflects the aggregate percentage dilution against the issued share capital at the time of issue. This is why the voting dilution is shown in each example as 10%.
- The table does not show an example of dilution that may be caused to a particular Stockholder by reason of placements under the 10% Placement Facility, based on that Stockholder's holding at the date of the Meeting.
- The table shows only the effect of issues of Equity Securities under Listing Rule 7.1A, not under the 15% placement capacity under Listing Rule 7.1.
- All Shares are held as CDIs.
- The deemed price is \$0.085 (8.5c), being the closing price of the CDIs on ASX on 22 February 2018.

Placement Period

Stockholder approval of the 10% Placement Facility under Listing Rule 7.1A is valid from the date of the annual general meeting at which the approval is obtained and expires on the earlier to occur of:

- (a) the date that is 12 months after the date of the annual meeting at which the approval is obtained; or
- (b) the date of the approval by stockholders of a transaction under Listing Rules 11.1.2 (a significant change to the nature or scale of activities) or 11.2 (disposal of main undertaking), or such longer period if allowed by ASX (**10% Placement Period**).

Purpose of Issue

The Company may seek to issue the Equity Securities for the following purposes:

- non-cash consideration for the acquisition of the new business assets and investments. In such circumstances the Company will provide a valuation of the non-cash consideration as required by Listing Rule 7.1A.3; or
- cash consideration. In such circumstances, the Company intends to use the funds raised towards an acquisition of new business assets or investments (including expenses associated with such acquisition) and/or general working capital.

The Company will comply with the disclosure obligations under Listing Rules 7.1A.4 and 3.10.5A upon issue of any Equity Securities.

Allocation policy under the 10% Placement Facility

The Company's allocation policy will depend on the prevailing market conditions at the time of any proposed issue pursuant to the 10% Placement Facility. The identity of the recipients of Equity Securities will be determined on a case-by-case basis having regard to factors including, but not limited to, the following:

- i. the methods of raising funds that are available to the Company, including but not limited to, a rights issue or other issue in which existing stockholders can participate;
- ii. the effect the issue of the Equity Securities might have on the control of the Company;
- iii. the financial situation and solvency of the Company; and
- iv. advice from any one or more of the Company's professional advisers.

The recipients of any Equity Securities issued under the 10% Placement Facility have not been determined as at the date of this Notice but may include stockholders and/or new stockholders who are not related parties or associates of a related party of the Company. Further, if the Company were to acquire an asset or investment in exchange for Shares, it is possible that the allottees under the 10% Placement Facility would be or include the vendor of the asset or investment.

Previous Approvals under Listing Rule 7.1A

The Company obtained Stockholder approval under ASX Listing Rule 7.1A at its Annual Meetings held on 16 May 2017 and 18 May 2016. The Company has not issued any Equity Securities under these previous approvals.

In the 12 months preceding the date of the Annual Meeting, the Company has issued a total of 151,305,556 new CDIs (equivalent to 151,305,556 Shares) representing 180% of the total number of CDIs on issue at the commencement of that period. Details of the issues are set out in the Schedule 1. During the same period, the Company issued 9,086,792 Options (equivalent to 9,086,792 CDIs) representing 10.78% of the CDIs on issue at the commencement of that period. Details of the issue of Options are set out in Schedule 1. Each Option provides an entitlement to one Share (equivalent to one CDI).

Voting Exclusion Statement

A voting exclusion statement applies to this Resolution as set out in the Proxy Statement. At the date of the Notice, the Company has not approached any particular existing stockholder or security holder or an identifiable class of existing security holder to participate in the issue of the Equity Securities. No existing stockholder's votes will therefore be excluded under the voting exclusion in the Notice.

The Board unanimously recommends that stockholders vote in favour of this Resolution.

BY ORDER OF THE BOARD



Lisa Jones
Australian Company Secretary
28 February 2018

SCHEDULE 1

Details of Issues of Equity Securities in the 12 months preceding the Annual Meeting as required by Listing Rule 7.3A.

Date of Issue	Number & Class	Recipients	Issue Price and discount to Market Price (if applicable) ¹	Consideration & Intended Use
19/4/17	275,000 Unlisted Options ²	Executives and employees under the Company's 2012 Equity Incentive Plan	Nil	N/A
1/6/17	1,950,000 Unlisted Options ³	Issued to the CEO, executives and employees under the Company's 2012 Equity Incentive Plan	Nil	N/A
22/12/17	12,642,286 CDIs ⁴ (quoted) equivalent to 12,642,286 Shares (unquoted) ⁷	Welas Pty Ltd (6,321,143 CDIs) and Spenceley Management Pty Ltd (6,321,143 CDIs) as investors in an Existing Securityholder Placement ³	\$0.045 per New CDI (a discount of 47% to the Market Price on date of issue).	<p>Total Cash Consideration: \$568,903</p> <p>Amount Spent: \$15,032</p> <p>Intended Use: To fund the Company's growing sales pipeline, its 5i Platform services development and additional working capital.⁴</p>
25/1/18	84,281,905 CDIs (quoted) equivalent to 84,281,905 Shares (unquoted)	Eligible applicants under the Company's 1:1 non renounceable entitlement offer (Entitlement Offer) announced to ASX on 15 December 2017.	\$0.045 per New CDI (a discount of 47% to the Market Price on date of issue).	<p>Total Cash Consideration: \$3,792,686</p> <p>Amount Spent: \$151,096</p> <p>Use: To fund the Company's growing sales pipeline, its 5i Platform services development and additional working capital and costs of the Entitlement Offer.⁴</p>
31/1/18	47,520,254 CDIs (quoted) equivalent to 47,520,254 Shares (unquoted) ⁸	Sophisticated & professional investors who participated in a placement managed by Canaccord Genuity (Australia) Limited (Institutional Placement). ³	\$0.045 per CDI (a discount of 40% to the Market Price on the date of issue).	<p>Total Cash Consideration: \$2,138,411</p> <p>Amount Spent: NIL</p> <p>Use: To fund the Company's growing sales pipeline, its 5i Platform services development and additional working capital and costs of the Institutional Placement.⁴</p>
31/1/18	2,257,212 CDIs	Canaccord Genuity	Deemed issue price of \$0.045 per	Nil cash consideration.

	(quoted) equivalent to 2,257,212 Shares (unquoted) ⁸	(Australia) Limited	CDI (a discount of 40% to the Market Price on the date of issue).	CDIs were issued to satisfy payment of fees due to Canaccord as the lead manager of the Institutional Placement.
3/1/18	4,603,899 CDIs (quoted) equivalent to 4,603,899 Shares (unquoted) ⁸	Underwriters and sub-underwriters of the Company's Entitlement Offer and Existing Securityholder Placement ³	Deemed issue price of \$0.045 (a discount of 40% to the Market Price on date of issue).	Nil cash consideration. CDIs were issued to satisfy payment of underwriting and management fees under the Company's underwriting agreement with Exto Partners Pty Ltd
31/1/18	6,861,792 Unlisted Options ^{6,8}	Canaccord Genuity (Australia) Limited ³	Nil.	Nil cash consideration. Unlisted Options were granted as consideration for corporate advisory services.

1. Market Price means the closing price on ASX on the date of issue of the relevant Equity Securities.
2. Unlisted options having an exercise price of between \$0.10 - \$1.00 and expiring on 18 April 2027. Options vest over a four year period. For full details refer to the Company's Appendix 3B lodged on 27 April 2017.
3. Unlisted Options have exercise prices of between \$0.10 - \$0.175 and expiring in 2027. Options vest over a four year period. For full details refer to the Company's Appendix 3B lodged with ASX on 1 June 2017.
4. CDIs rank equally with the existing class of quoted CDIs.
5. This is a statement of intention as at the date of this Notice. As with any budget, intervening events and new circumstances have the potential to affect the manner in which the funds are ultimately applied. The Board reserves the right to alter the way the funds are applied on this basis.
6. Unlisted Options are exercisable as follows: (a) 2,287,264 at \$0.0675; (b) 2,287,264 at \$0.1125; and (c) 2,287,264 at \$0.135 and all expire on 31 December 2020.
7. The issue of the CDIs under the Existing Securityholder Placement was ratified under ASX Listing Rule 7.4 at the Company's Special Meeting held on 24 January 2018.
8. Approved under ASX Listing Rule 7.1 at the Company's Special Meeting held on 24 January 2018.

EXHIBIT A
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
BUILDINGIQ, INC.

BuildingIQ, Inc., a corporation organized and existing under the laws of the State of Delaware (the “*Corporation*”), certifies that:

1. The name of the Corporation is BuildingIQ, Inc. The Corporation’s original certificate of incorporation was filed with the Secretary of State of the State of Delaware on October 25, 2012.
2. This Amended and Restated Certificate of Incorporation was duly adopted in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware, and has been duly approved by the written consent of the stockholders of the Corporation in accordance with Section 228 of the General Corporation Law of the State of Delaware.
3. The text of the Amended and Restated Certificate of Incorporation is amended and restated to read as set forth in **EXHIBIT A** attached hereto.

IN WITNESS WHEREOF, BuildingIQ, Inc. has caused this Amended and Restated Certificate of Incorporation to be signed by Michael Nark, a duly authorized officer of the Corporation, on _____, 2018.

Chief Executive Officer

EXHIBIT A
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
BUILDINGIQ, INC.

ARTICLE I

The name of the Corporation is BuildingIQ, Inc.

ARTICLE II

The purpose of this Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware (the “**DGCL**”).

ARTICLE III

The address of the Corporation’s registered office in the State of Delaware is 251 Little Falls Drive, City of Wilmington, County of New Castle, Delaware 19808-1674. The name of the registered agent at such address is Corporation Service Company.

ARTICLE IV

The total number of shares of stock that the Corporation shall have authority to issue is 500,000,000 shares of Common Stock, \$0.0001 par value per share (“**Common Stock**”).

1. Common Stock.

(a) Each holder of record of shares of Common Stock shall be entitled to one (1) vote for each share of Common Stock held on all matters submitted to a vote of stockholders of the Corporation on which holders of Common Stock are entitled to vote.

(b) The holders of shares of Common Stock shall not have cumulative voting rights (as defined in Section 214 of the DGCL).

(c) Subject to any other provisions of this Amended and Restated Certificate of Incorporation, as it may be amended from time to time (the “**Restated Certificate**”), holders of shares of Common Stock shall be entitled to receive such dividends and other distributions in cash, stock or property of the Corporation if, as, and when declared thereon by the Board of Directors of the Corporation (the “**Board**”) from time to time out of assets or funds of the Corporation legally available therefor.

(d) In the event of any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, after payment or provision for the payment of the debt and liabilities of the Corporation, the holders of shares of Common Stock shall be entitled to receive the assets and funds of the Corporation remaining for distribution in proportion to the number of shares held by them, respectively.

(e) No holder of shares of Common Stock shall be entitled to preemptive or subscription rights.

ARTICLE V

The following provisions are for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

1. The business and affairs of the Corporation shall be managed by or under the direction of the Board. In addition to the powers and authority expressly conferred upon them by law, this Restated Certificate, and the bylaws of the Corporation, as the same may be amended from time to time (the “**Bylaws**”), the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation.

2. The directors of the Corporation need not be elected by written ballot, unless the Bylaws so require.

3. Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside of the State of Delaware at such place or places as may be designated from time to time by the Board or in the Bylaws of the Corporation.

4. The number of directors that constitute the Board shall be fixed by, or in the manner provided in, the Bylaws.

ARTICLE VI

1. To the fullest extent permitted by the DGCL as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended. Neither any amendment nor repeal of this Section 1, nor the adoption of any provision of this Restated Certificate inconsistent with this Section 1, shall eliminate or reduce the effect of this Section 1, in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this Section 1, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

2. The Corporation shall have the power to indemnify, to the extent permitted by the DGCL, as it presently exists or may hereafter be amended from time to time, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a “**Proceeding**”) by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any such Proceeding. A right to indemnification or to advancement of expenses arising under a provision of this Restated Certificate or a bylaw of the Corporation shall not be eliminated or impaired by an amendment to this Restated Certificate or the Bylaws of the Corporation after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the

provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

ARTICLE VII

The Board is expressly empowered to adopt, amend, or repeal the Bylaws. Any adoption, amendment or repeal of the Bylaws by the Board shall require the approval of a majority of the total number of authorized directors (whether or not there exist any vacancies in previously authorized directorships at the time any resolution providing for adoption, amendment or repeal is presented to the Board). The stockholders shall also have power to adopt, amend or repeal the Bylaws.

ARTICLE VIII

To the fullest extent permitted by law, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director or officer of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation arising pursuant to any provision of the DGCL, this Restated Certificate, or the Bylaws, or (iv) any action asserting a claim against the Corporation governed by the internal affairs doctrine.

ARTICLE IX

1. If the Corporation is admitted to the Official List of ASX, for so long as the Corporation is admitted to the Official List of ASX:

(a) Notwithstanding anything contained in this Restated Certificate, if the Listing Rules prohibit an act being done, then the act shall not be done.

(b) Nothing contained in this Restated Certificate prevents an act being done that the Listing Rules require to be done.

(c) If the Listing Rules require an act to be done or not to be done, authority is given for the act to be done or not to be done (as the case may be).

(d) If the Listing Rules require this Restated Certificate to contain a provision and this Restated Certificate does not contain such a provision, then this Restated Certificate is deemed to contain such provision.

(e) If the Listing Rules require this Restated Certificate not to contain a provision and this Restated Certificate does contain such a provision, then this Restated Certificate is deemed to not contain such provision.

(f) If any provision of this Restated Certificate is or becomes inconsistent with the Listing Rules, then this Restated Certificate is deemed not to contain such provision to the extent of the inconsistency.

2. For purposes of this ARTICLE IX:

(a) “**ASX**” means ASX Limited.

(b) “***Listing Rules***” means the listing rules of ASX and any other rules of ASX, which are applicable with the Corporation is admitted to the Official List of ASX, each as amended or replaces from time to time, except to the extent of any express written waiver by ASX.

* * *

EXHIBIT B

BUILDINGIQ, INC. 2012 EQUITY INCENTIVE PLAN (As Amended and Restated Effective 20 March, 2018)

SECTION 1. PURPOSE

The purpose of the BuildingIQ, Inc. 2012 Equity Incentive Plan is to attract, retain and motivate employees, officers, directors, consultants, agents, advisors and independent contractors of the Company and its Related Companies by providing them the opportunity to acquire a proprietary interest in the Company and to align their interests and efforts to the long-term interests of the Company's stockholders.

SECTION 2. DEFINITIONS

Certain capitalized terms used in the Plan have the meanings set forth in Appendix A.

SECTION 3. ADMINISTRATION

3.1 Administration of the Plan

The Plan shall be administered by the Board. All references in the Plan to the "*Plan Administrator*" shall be to the Board.

3.2 Administration and Interpretation by Plan Administrator

(a) Except for the terms and conditions explicitly set forth in the Plan, and to the extent permitted by applicable law, the Plan Administrator shall have full power and exclusive authority, subject to such orders or resolutions not inconsistent with the provisions of the Plan as may from time to time be adopted by the Board to (i) select the Eligible Persons to whom Awards may from time to time be granted under the Plan; (ii) determine the type or types of Award to be granted to each Participant under the Plan; (iii) determine the number of shares of Common Stock to be covered by each Award granted under the Plan; (iv) determine the terms and conditions of any Award granted under the Plan; (v) approve the forms of notice or agreement for use under the Plan; (vi) determine whether, to what extent and under what circumstances Awards may be settled in cash, shares of Common Stock or other property or canceled or suspended; (vii) interpret and administer the Plan and any instrument evidencing an Award, notice or agreement executed or entered into under the Plan; (viii) establish such rules and regulations as it shall deem appropriate for the proper administration of the Plan; (ix) delegate ministerial duties to such of the Company's employees as it so determines; and (x) make any other determination and take any other action that the Plan Administrator deems necessary or desirable for administration of the Plan.

(b) The effect on the vesting of an Award of a Company-approved leave of absence or a Participant's reduction in hours of employment or service shall be determined by the Company's chief human resources officer or other person performing that function or, with respect to directors or executive officers, by the Board, whose determination shall be final.

(c) Decisions of the Plan Administrator shall be final, conclusive and binding on all persons, including the Company, any Participant, any stockholder and any Eligible Person. A majority of the members of the Plan Administrator may determine its actions.

SECTION 4. SHARES SUBJECT TO THE PLAN

4.1 Authorized Number of Shares

Subject to adjustment from time to time as provided in Section 14.1, a maximum of ten (10) percent of the outstanding shares of Common Stock or 23,558,746 as of 20 March 2018 (the "*Initial Share Reserve*"), as subsequently determined from time to time thereafter, shall be available for issuance under the Plan. Shares issued under the Plan shall be drawn from authorized and unissued shares or shares now held or subsequently acquired by the Company as treasury shares.

4.2 Share Usage

- (a) Shares of Common Stock covered by an Award shall not be counted as used unless and until they are actually issued and delivered to a Participant. If any Award lapses, expires, terminates or is canceled prior to the issuance of shares thereunder or if shares of Common Stock are issued under the Plan to a Participant and thereafter are forfeited to or otherwise reacquired by the Company, the shares subject to such Awards and the forfeited or reacquired shares shall again be available for issuance under the Plan. Any shares of Common Stock (i) tendered by a Participant or retained by the Company as full or partial payment to the Company for the purchase price of an Award or to satisfy tax withholding obligations in connection with an Award, or (ii) covered by an Award that is settled in cash or in a manner such that some or all of the shares covered by the Award are not issued, shall be available for Awards under the Plan. The number of shares of Common Stock available for issuance under the Plan shall not be reduced to reflect any dividends or dividend equivalents that are reinvested into additional shares of Common Stock or credited as additional shares of Common Stock subject or paid with respect to an Award.
- (b) The Plan Administrator shall also, without limitation, have the authority to grant Awards as an alternative to or as the form of payment for grants or rights earned or due under other compensation plans or arrangements of the Company.
- (c) Notwithstanding any other provision of the Plan to the contrary, the Plan Administrator may grant Substitute Awards under the Plan. In the event that a written agreement between the Company and an Acquired Entity pursuant to which merger or consolidation is completed is approved by the Board and that agreement sets forth the terms and conditions of the substitution for or assumption of outstanding awards of the Acquired Entity, those terms and conditions shall be deemed to be the action of the Plan Administrator without any further action by the Plan Administrator, and the persons holding such awards shall be deemed to be Participants.
- (d) Notwithstanding any other provisions in this Section 4.2 to the contrary, the maximum number of shares that may be issued upon the exercise of Incentive Stock Options shall equal two times the Initial Share Reserve or 47,117,492, subject to adjustment as provided in Section 14.1.

SECTION 5. ELIGIBILITY

An Award may be granted to any employee, officer or director of the Company or a Related Company whom the Plan Administrator from time to time selects. An Award may also be granted to any consultant, agent, advisor or independent contractor for bona fide services rendered to the Company or any Related Company that (a) are not in connection with the offer and sale of the Company's securities in a capital-raising transaction and (b) do not directly or indirectly promote or maintain a market for the Company's securities.

SECTION 6. AWARDS

6.1 Form, Grant and Settlement of Awards

The Plan Administrator shall have the authority, in its sole discretion, to determine the type or types of Awards to be granted under the Plan. Such Awards may be granted either alone or in addition to or in tandem with any other type of Award. Any Award settlement may be subject to such conditions, restrictions and contingencies as the Plan Administrator shall determine.

6.2 Evidence of Awards

Awards granted under the Plan shall be evidenced by a written, including an electronic, instrument that shall contain such terms, conditions, limitations and restrictions as the Plan Administrator shall deem advisable and that are not inconsistent with the Plan.

6.3 Dividends and Distributions

Participants may, if the Plan Administrator so determines, be credited with dividends or dividend equivalents paid with respect to shares of Common Stock underlying an Award in a manner determined by the Plan Administrator in its sole discretion. The Plan Administrator may apply any restrictions to the dividends or dividend equivalents that the Plan Administrator deems appropriate. The Plan Administrator, in its sole discretion, may determine the form of payment of dividends or dividend equivalents, including cash, shares of Common Stock, Restricted Stock or Stock Units. Notwithstanding the foregoing, the right to any dividends or dividend equivalents declared and paid on the number of shares underlying an Option or Stock Appreciation Right may not be contingent, directly or indirectly, on

the exercise of the Option or Stock Appreciation Right, and must comply with or qualify for an exemption under Section 409A. Also notwithstanding the foregoing, the right to any dividends or dividend equivalents declared and paid on Restricted Stock must (a) be paid at the same time they are paid to other stockholders and (b) comply with or qualify for an exemption under Section 409A.

SECTION 7. OPTIONS

7.1 Grant of Options

The Plan Administrator may grant Options designated as Incentive Stock Options or Nonqualified Stock Options.

7.2 Option Exercise Price

Options shall be granted with an exercise price per share not less than 100% of the Fair Market Value of the Common Stock on the Grant Date (and not less than the minimum exercise price required by Section 422 of the Code with respect to Incentive Stock Options), except in the case of Substitute Awards.

7.3 Term of Options

Subject to earlier termination in accordance with the terms of the Plan and the instrument evidencing the Option, the maximum term of an Option (the “*Option Term*”) shall be ten years from the Grant Date. For Incentive Stock Options, the Option Term shall be as specified in Section 8.4.

7.4 Exercise of Options

The Plan Administrator shall establish and set forth in each instrument that evidences an Option the time at which, or the installments in which, the Option shall vest and become exercisable, any of which provisions may be waived or modified by the Plan Administrator at any time. If not so established in the instrument evidencing the Option, the Option shall vest and become exercisable according to the following schedule, which may be waived or modified by the Plan Administrator at any time:

Period of Participant's Continuous Employment or Service With the Company or Its Related Companies From the Vesting Commencement Date	Portion of Total Option That Is Vested and Exercisable
After 1 year	1/4th
After each additional one-month period of continuous service completed thereafter	An additional 1/48th
After 4 years	100%

To the extent an Option has vested and become exercisable, the Option may be exercised in whole or from time to time in part by delivery to or as directed or approved by the Company of a properly executed stock option exercise agreement or notice, in a form and in accordance with procedures established by the Plan Administrator, setting forth the number of shares with respect to which the Option is being exercised, the restrictions imposed on the shares purchased under such exercise agreement or notice, if any, and such representations and agreements as may be required by the Plan Administrator, accompanied by payment in full as described in Section 7.5. An Option may be exercised only for whole shares and may not be exercised for less than a reasonable number of shares at any one time, as determined by the Plan Administrator.

7.5 Payment of Exercise Price

The exercise price for shares purchased under an Option shall be paid in full to the Company by delivery of consideration equal to the product of the Option exercise price and the number of shares purchased. Such consideration must be paid before the Company will issue the shares being purchased and must be in a form or a combination of forms acceptable to the Plan Administrator for that purchase, which forms may include:

- (a) cash;
- (b) check or wire transfer;
- (c) having the Company withhold shares of Common Stock that would otherwise be issued on exercise of the Option that have an aggregate Fair Market Value equal to the aggregate exercise price of the shares being purchased under the Option;
- (d) tendering (either actually or, if and so long as the Common Stock is registered under Section 12(b) or 12(g) of the Exchange Act, by attestation) shares of Common Stock owned by the Participant that have an aggregate Fair Market Value equal to the aggregate exercise price of the shares being purchased under the Option;
- (e) if and so long as the Common Stock is registered under Section 12(b) or 12(g) of the Exchange Act, and to the extent permitted by law, delivery of a properly executed exercise agreement or notice, together with irrevocable instructions to a brokerage firm designated or approved by the Company to deliver promptly to the Company the aggregate amount of proceeds to pay the Option exercise price and any tax withholding obligations that may arise in connection with the exercise, all in accordance with the regulations of the Federal Reserve Board; or
- (f) such other consideration as the Plan Administrator may permit.

In addition, to assist a Participant (including directors and executive officers) in acquiring shares of Common Stock pursuant to an Option granted under the Plan, the Plan Administrator, in its sole discretion and to the extent permitted by applicable law, may authorize, either at the Grant Date or at any time before the acquisition of Common Stock pursuant to the Option, (i) the payment by a Participant of the purchase price of the Common Stock by a promissory note or (ii) the guarantee by the Company of a loan obtained by the Participant from a third party. Such notes or loans must be full recourse to the extent necessary to avoid adverse accounting charges to the Company's earnings for financial reporting purposes. Subject to the foregoing, the Plan Administrator shall in its sole discretion specify the terms of any loans or loan guarantees, including the interest rate and terms of and security for repayment.

7.6 Effect of Termination of Service

The Plan Administrator shall establish and set forth in each instrument that evidences an Option whether the Option shall continue to be exercisable, and the terms and conditions of such exercise, after a Termination of Service, any of which provisions may be waived or modified by the Plan Administrator at any time. If not so established in the instrument evidencing the Option, the Option shall be exercisable according to the following terms and conditions, which may be waived or modified by the Plan Administrator at any time:

- (a) Any portion of an Option that is not vested and exercisable on the date of a Participant's Termination of Service shall expire on such date.
- (b) Any portion of an Option that is vested and exercisable on the date of a Participant's Termination of Service shall expire on the earliest to occur of:
 - (i) if the Participant's Termination of Service occurs for reasons other than Cause, Retirement, Disability or death, the date that is three months after such Termination of Service;
 - (ii) if the Participant's Termination of Service occurs by reason of Retirement, Disability or death, the one-year anniversary of such Termination of Service; and
 - (iii) the Option Expiration Date.

Notwithstanding the foregoing, if a Participant dies after the Participant's Termination of Service but while an Option is otherwise exercisable, the portion of the Option that is vested and exercisable on the date of such Termination of Service shall expire upon the earlier to occur of (y) the Option Expiration Date and (z) the one-year anniversary of the date of death, unless the Plan Administrator determines otherwise.

Notwithstanding the foregoing, to the extent required by applicable law, unless employment or services are terminated for Cause, the right to exercise an Option in the event of Termination of Service, to the extent that the Participant is otherwise entitled to exercise an Option on the date of Termination of Service, shall be

- a. at least six months from the date of a Participant's Termination of Service if termination was caused by death or Disability; and

- b. at least 30 days from the date of a Participant's Termination of Service if termination was caused by other than death or Disability;
- c. but in no event later than the Option Expiration Date.

Also notwithstanding the foregoing, in case a Participant's Termination of Service occurs for Cause, all Options granted to the Participant shall automatically expire upon first notification to the Participant of such termination, unless the Plan Administrator determines otherwise. If a Participant's employment or service relationship with the Company is suspended pending an investigation of whether the Participant shall be terminated for Cause, all the Participant's rights under any Option shall likewise be suspended during the period of investigation. If any facts that would constitute termination for Cause are discovered after a Participant's Termination of Service, any Option then held by the Participant may be immediately terminated by the Plan Administrator, in its sole discretion.

SECTION 8. INCENTIVE STOCK OPTION LIMITATIONS

Notwithstanding any other provisions of the Plan to the contrary, the terms and conditions of any Incentive Stock Options shall in addition comply in all respects with Section 422 of the Code or any successor provision, and any applicable regulations thereunder, including, to the extent required thereunder, the following:

8.1 Dollar Limitation

To the extent the aggregate Fair Market Value (determined as of the Grant Date) of Common Stock with respect to which a Participant's Incentive Stock Options become exercisable for the first time during any calendar year (under the Plan and all other stock option plans of the Company and its parent and subsidiary corporations) exceeds \$100,000, such portion in excess of \$100,000 shall be treated as a Nonqualified Stock Option. In the event the Participant holds two or more such Options that become exercisable for the first time in the same calendar year, such limitation shall be applied on the basis of the order in which such Options are granted.

8.2 Eligible Employees

Individuals who are not employees of the Company or one of its parent or subsidiary corporations may not be granted Incentive Stock Options.

8.3 Exercise Price

Incentive Stock Options shall be granted with an exercise price per share not less than 100% of the Fair Market Value of the Common Stock on the Grant Date and, in the case of an Incentive Stock Option granted to a Participant who owns more than 10% of the total combined voting power of all classes of the stock of the Company or of its parent or subsidiary corporations (a "**Ten Percent Stockholder**"), shall be granted with an exercise price per share not less than 110% of the Fair Market Value of the Common Stock on the Grant Date. The determination of more than 10% ownership shall be made in accordance with Section 422 of the Code.

8.4 Option Term

Subject to earlier termination in accordance with the terms of the Plan and the instrument evidencing the Option, the maximum term of an Incentive Stock Option shall not exceed ten years, and in the case of an Incentive Stock Option granted to a Ten Percent Stockholder, shall not exceed five years.

8.5 Exercisability

An Option designated as an Incentive Stock Option shall cease to qualify for favorable tax treatment as an Incentive Stock Option to the extent it is exercised (if permitted by the terms of the Option) (a) more than three months after the date of a Participant's termination of employment if termination was for reasons other than death or disability, (b) more than one year after the date of a Participant's termination of employment if termination was by reason

- (a) more than six months following the first day of a Participant's leave of absence that exceeds three months, unless the Participant's reemployment rights are guaranteed by statute or contract.

8.6 Taxation of Incentive Stock Options

In order to obtain certain tax benefits afforded to Incentive Stock Options under Section 422 of the Code, the Participant must hold the shares acquired upon the exercise of an Incentive Stock Option for two years after the Grant Date and one year after the date of exercise. A Participant may be subject to the alternative minimum tax at the time

of exercise of an Incentive Stock Option. The Participant shall give the Company prompt notice of any disposition of shares acquired on the exercise of an Incentive Stock Option prior to the expiration of such holding periods.

8.7 Code Definitions

For the purposes of this Section 8, “disability,” “parent corporation” and “subsidiary corporation” shall have the meanings attributed to those terms for purposes of Section 422 of the Code.

8.8 Promissory Notes

The amount of any promissory note delivered pursuant to Section 7.5 in connection with an Incentive Stock Option shall bear interest at a rate specified by the Plan Administrator, but in no case less than the rate required to avoid imputation of interest (taking into account any exceptions to the imputed interest rules) for federal income tax purposes.

SECTION 9. STOCK APPRECIATION RIGHTS

9.1 Grant of Stock Appreciation Rights

The Plan Administrator may grant Stock Appreciation Rights to Participants at any time on such terms and conditions as the Plan Administrator shall determine in its sole discretion. An SAR may be granted in tandem with an Option or alone (“*freestanding*”). The grant price of a tandem SAR shall be equal to the exercise price of the related Option. The grant price of a freestanding SAR shall be established in accordance with procedures for Options set forth in Section 7.2. An SAR may be exercised upon such terms and conditions and for the term as the Plan Administrator determines in its sole discretion; provided, however, that, subject to earlier termination in accordance with the terms of the Plan and the instrument evidencing the SAR, the maximum term of a freestanding SAR shall be ten years, and in the case of a tandem SAR, (a) the term shall not exceed the term of the related Option and (b) the tandem SAR may be exercised for all or part of the shares subject to the related Option upon the surrender of the right to exercise the equivalent portion of the related Option, except that the tandem SAR may be exercised only with respect to the shares for which its related Option is then exercisable.

9.2 Payment of SAR Amount

Upon the exercise of an SAR, a Participant shall be entitled to receive payment in an amount determined by multiplying: (a) the difference between the Fair Market Value of the Common Stock on the date of exercise over the grant price of the SAR by (b) the number of shares with respect to which the SAR is exercised. At the discretion of the Plan Administrator as set forth in the instrument evidencing the Award, the payment upon exercise of an SAR may be in cash, in shares, in some combination thereof or in any other manner approved by the Plan Administrator in its sole discretion.

9.3 Waiver of Restrictions

The Plan Administrator, in its sole discretion, may waive any other terms, conditions or restrictions on any SAR under such circumstances and subject to such terms and conditions as the Plan Administrator shall deem appropriate.

SECTION 10. STOCK AWARDS, RESTRICTED STOCK AND STOCK UNITS

10.1 Grant of Stock Awards, Restricted Stock and Stock Units

The Plan Administrator may grant Stock Awards, Restricted Stock and Stock Units on such terms and conditions and subject to such repurchase or forfeiture restrictions, if any, which may be based on continuous service with the Company or a Related Company or the achievement of any performance goals, as the Plan Administrator shall determine in its sole discretion, which terms, conditions and restrictions shall be set forth in the instrument evidencing the Award.

10.2 Vesting of Restricted Stock and Stock Units

Upon the satisfaction of any terms, conditions and restrictions prescribed with respect to Restricted Stock or Stock Units, or upon a Participant’s release from any terms, conditions and restrictions of Restricted Stock or Stock Units, as determined by the Plan Administrator (a) the shares of Restricted Stock covered by each Award of Restricted Stock shall become freely transferable by the Participant subject to the terms and conditions of the Plan, the instrument evidencing the Award, and applicable securities laws, and (b) Stock Units shall be paid in shares of Common Stock

or, if set forth in the instrument evidencing the Awards, in cash or a combination of cash and shares of Common Stock. Any fractional shares subject to such Awards shall be paid to the Participant in cash.

10.3 Waiver of Restrictions

The Plan Administrator, in its sole discretion, may waive the repurchase or forfeiture period and any other terms, conditions or restrictions on any Restricted Stock or Stock Unit under such circumstances and subject to such terms and conditions as the Plan Administrator shall deem appropriate.

SECTION 11. OTHER STOCK OR CASH-BASED AWARDS

Subject to the terms of the Plan and such other terms and conditions as the Plan Administrator deems appropriate, the Plan Administrator may grant other incentives payable in cash or in shares of Common Stock under the Plan.

SECTION 12. WITHHOLDING

The Company may require the Participant to pay to the Company the amount of (a) any taxes that the Company is required by applicable federal, state, local or foreign law to withhold with respect to the grant, vesting or exercise of an Award (“*tax withholding obligations*”) and (b) any amounts due from the Participant to the Company or to any Related Company (“*other obligations*”). Notwithstanding any other provision of the Plan to the contrary, the Company shall not be required to issue any shares of Common Stock or otherwise settle an Award under the Plan until such tax withholding obligations and other obligations are satisfied.

The Plan Administrator may permit or require a Participant to satisfy all or part of the Participant’s tax withholding obligations and other obligations by (a) paying cash to the Company, (b) having the Company withhold an amount from any cash amounts otherwise due or to become due from the Company to the Participant, (c) having the Company withhold a number of shares of Common Stock that would otherwise be issued to the Participant (or become vested, in the case of Restricted Stock) having a Fair Market Value equal to the tax withholding obligations and other obligations, or (d) surrendering a number of shares of Common Stock the Participant already owns having a value equal to the tax withholding obligations and other obligations. The value of the shares so withheld or tendered may not exceed the employer’s minimum required tax withholding rate.

SECTION 13. ASSIGNABILITY

No Award or interest in an Award may be sold, assigned, pledged (as collateral for a loan or as security for the performance of an obligation or for any other purpose) or transferred by a Participant or made subject to attachment or similar proceedings otherwise than by will or by the applicable laws of descent and distribution, except to the extent the Participant designates one or more beneficiaries on a Company-approved form who may exercise the Award or receive payment under the Award after the Participant’s death. During a Participant’s lifetime, an Award may be exercised only by the Participant. Notwithstanding the foregoing and to the extent permitted by Section 422 of the Code, the Plan Administrator, in its sole discretion, may permit a Participant to assign or transfer an Award, subject to such terms and conditions as the Plan Administrator shall specify.

SECTION 14. ADJUSTMENTS

14.1 Adjustment of Shares

In the event, at any time or from time to time, a stock dividend, stock split, spin-off, combination or exchange of shares, recapitalization, merger, consolidation, distribution to stockholders other than a normal cash dividend, or other change in the Company’s corporate or capital structure results in (a) the outstanding shares of Common Stock, or any securities exchanged therefor or received in their place, being exchanged for a different number or kind of securities of the Company or any other company or (b) new, different or additional securities of the Company or any other company being received by the holders of shares of Common Stock, then the Plan Administrator shall make proportional adjustments in (i) the maximum number and kind of securities available for issuance under the Plan; (ii) the maximum number and kind of securities issuable as Incentive Stock Options as set forth in Section 4.2(d); and (iii) the number and kind of securities that are subject to any outstanding Award and the per share price of such securities, without any change in the aggregate price to be paid therefor. The determination by the Plan Administrator as to the terms of any of the foregoing adjustments shall be conclusive and binding.

Notwithstanding the foregoing, the issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, for cash or property, or for labor or services rendered, either upon direct sale or upon the exercise of rights or warrants to subscribe therefor, or upon conversion of shares or obligations of the Company

convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to, outstanding Awards. Also notwithstanding the foregoing, a dissolution or liquidation of the Company or a Change of Control shall not be governed by this Section 14.1 but shall be governed by Sections 14.2 and 14.3, respectively.

14.2 Dissolution or Liquidation

To the extent not previously exercised or settled, and unless otherwise determined by the Plan Administrator in its sole discretion, Awards shall terminate immediately prior to the dissolution or liquidation of the Company. To the extent a vesting condition, forfeiture provision or repurchase right applicable to an Award has not been waived by the Plan Administrator, the Award shall be forfeited immediately prior to the consummation of the dissolution or liquidation.

14.3 Change of Control

(a) Notwithstanding any other provision of the Plan to the contrary, unless the Plan Administrator determines otherwise with respect to a particular Award in the instrument evidencing the Award or in a written employment, services or other agreement between the Participant and the Company or a Related Company, in the event of a Change of Control, if and to the extent an outstanding Award is not converted, assumed, substituted for or replaced by the Successor Company, then effective immediately prior to the Change of Control such Award shall become fully vested and exercisable or payable, and all applicable restrictions or forfeiture provisions shall lapse, and then terminate upon effectiveness of the Change of Control. If and to the extent the Successor Company converts, assumes, substitutes for or replaces an outstanding Award, the vesting and/or exercisability restrictions and/or forfeiture and/or repurchase provisions applicable to such Award shall not be accelerated or lapse, and all such vesting and/or exercisability restrictions and/or forfeiture and/or repurchase provisions shall continue with respect to any shares of the Successor Company or other consideration that may be received with respect to such Award.

(b) For the purposes of Section 14.3(a), an Award shall be considered converted, assumed, substituted for or replaced by the Successor Company if following the Change of Control the Award confers the right to purchase or receive, for each share of Common Stock subject to the Award immediately prior to the Change of Control, the consideration (whether stock, cash, or other securities or property) received in the Change of Control by holders of Common Stock for each share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares); provided, however, that if such consideration received in the Change of Control is not solely common stock of the Successor Company, the Plan Administrator may, with the consent of the Successor Company, provide for the consideration to be received pursuant to the Award, for each share of Common Stock subject thereto, to be solely common stock of the Successor Company substantially equal in fair market value to the per share consideration received by holders of Common Stock in the Change of Control. The determination of such substantial equality of value of consideration shall be made by the Plan Administrator, and its determination shall be conclusive and binding.

(c) Notwithstanding the foregoing, the Plan Administrator, in its sole discretion, may instead provide in the event of a Change of Control that a Participant's outstanding Awards shall terminate upon or immediately prior to such Change of Control and that each such Participant shall receive, in exchange therefor, a cash payment equal to the amount (if any) by which (i) the Acquisition Price multiplied by the number of shares of Common Stock subject to such outstanding Awards (either to the extent then vested and exercisable, or subject to restrictions and/or forfeiture provisions, or whether or not then vested and exercisable, or subject to restrictions and/or forfeiture provisions, as determined by the Plan Administrator in its sole discretion) exceeds (ii) if applicable, the respective aggregate exercise, grant or purchase price payable with respect to shares of Common Stock subject to such Awards.

(d) For the avoidance of doubt, nothing in this Section 14.3 requires all Awards to be treated similarly.

14.4 Further Adjustment of Awards

Subject to Sections 14.2 and 14.3, the Plan Administrator shall have the discretion, exercisable at any time before a sale, merger, consolidation, reorganization, liquidation, dissolution or change of control of the Company, as defined by the Plan Administrator, to take such further action as it determines to be necessary or advisable with respect to Awards. Such authorized action may include (but shall not be limited to) establishing, amending or waiving the type, terms, conditions or duration of, or restrictions on, Awards so as to provide for earlier, later, extended or additional time for exercise, lifting restrictions and other modifications, and the Plan Administrator may take such actions with

respect to all Participants, to certain categories of Participants or only to individual Participants. The Plan Administrator may take such action before or after granting Awards to which the action relates and before or after any public announcement with respect to such sale, merger, consolidation, reorganization, liquidation, dissolution or change of control that is the reason for such action.

14.5 No Limitations

The grant of Awards shall in no way affect the Company's right to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

14.6 Fractional Shares

In the event of any adjustment in the number of shares covered by any Award, each such Award shall cover only the number of full shares resulting from such adjustment.

14.7 Section 409A

Subject to Section 18.5, but notwithstanding any other provision of the Plan to the contrary, (a) any adjustments made pursuant to this Section 14 to Awards that are considered "deferred compensation" within the meaning of Section 409A shall be made in compliance with the requirements of Section 409A and (b) any adjustments made pursuant to this Section 14 to Awards that are not considered "deferred compensation" subject to Section 409A shall be made in such a manner as to ensure that after such adjustment the Awards either (i) continue not to be subject to Section 409A or (ii) comply with the requirements of Section 409A.

SECTION 15. FIRST REFUSAL; VOTING RESTRICTIONS

15.1 First Refusal Rights

Until the date on which the initial registration of the Common Stock under Section 12(b) or 12(g) of the Exchange Act first becomes effective, the Company shall have the right of first refusal with respect to any proposed sale or other disposition by a Participant of any shares of Common Stock issued pursuant to an Award. Such right of first refusal shall be exercisable in accordance with the terms and conditions established by the Plan Administrator and set forth in the agreement evidencing the Participant's receipt of the shares or, if applicable, in a shareholders agreement or other similar agreement.

15.2 Other Rights, Transfer and Voting Restrictions

Until the date on which the initial registration of the Common Stock under Section 12(b) or 12(g) of the Exchange Act first becomes effective, the Plan Administrator may require a Participant, as a condition to receiving shares under the Plan, to become a party to a stock purchase agreement and/or a shareholders agreement or other similar agreement, in the form designated by the Plan Administrator, pursuant to which Participant grants to the Company and/or its other shareholders certain rights, including but not limited to co-sale rights, transfer restrictions and agrees to certain voting restrictions with respect to the Shares acquired by Participant under the Plan. Unless otherwise provided by the Plan Administrator or in the instrument evidencing the Award or in a written employment, services or other agreement, the Shares acquired by Participant under the Plan may not be sold, transferred, assigned, pledged, encumbered or otherwise disposed of without the prior consent of the Plan Administrator.

15.3 General

The Company's rights under this Section 15 are assignable by the Company at any time.

SECTION 16. MARKET STANDOFF

In the event of an underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act, including the Company's initial public offering, no person may sell, make any short sale of, loan, hypothecate, pledge, grant any option for the purchase of, or otherwise dispose of or transfer for value or otherwise agree to engage in any of the foregoing transactions with respect to any shares issued pursuant to an Award granted under the Plan without the prior written consent of the Company or its underwriters. Such limitations shall be in effect for such period of time as may be requested by the Company or such underwriters; provided, however, that in no event shall such period exceed (a) 180 days after the effective date of the registration statement for such public offering or (b) such longer period requested by the underwriters as is necessary to comply

with regulatory restrictions on the publication of research reports (including, but not limited to, NYSE Rule 472 or NASD Conduct Rule 2711, or any successor rules). The limitations of this Section 16 shall in all events terminate two years after the effective date of the Company's initial public offering.

In the event of any stock split, stock dividend, recapitalization, combination of shares, exchange of shares or other change affecting the Company's outstanding Common Stock effected as a class without the Company's receipt of consideration, any new, substituted or additional securities distributed with respect to the shares issued under the Plan shall be immediately subject to the provisions of this Section 16, to the same extent the shares issued under the Plan are at such time covered by such provisions.

In order to enforce the limitations of this Section 16, the Company may impose stop-transfer instructions with respect to the shares until the end of the applicable standoff period.

SECTION 17. AMENDMENT AND TERMINATION

17.1 Amendment, Suspension or Termination

The Board may amend, suspend or terminate the Plan or any portion of the Plan at any time and in such respects as it shall deem advisable; provided, however, that, to the extent required by applicable law, regulation or stock exchange rule, stockholder approval shall be required for any amendment to the Plan. Subject to Section 17.3, the Board may amend the terms of any outstanding Award, prospectively or retroactively.

17.2 Term of the Plan

The Plan shall have no fixed expiration date. After the Plan is terminated, no future Awards may be granted, but Awards previously granted shall remain outstanding in accordance with their applicable terms and conditions and the Plan's terms and conditions. Notwithstanding the foregoing, no Incentive Stock Options may be granted more than ten years after the later of (a) the adoption of the Plan by the Board and (b) the adoption by the Board of any amendment to the Plan that constitutes the adoption of a new plan for purposes of Section 422 of the Code. Also notwithstanding the foregoing, no Award may be granted to a resident of California more than ten years after the earlier of the date of adoption of the Plan and the date the Plan is approved by the stockholders.

17.3 Consent of Participant

The amendment, suspension or termination of the Plan or a portion thereof or the amendment of an outstanding Award shall not, without the Participant's consent, materially adversely affect any rights under any Award theretofore granted to the Participant under the Plan. Any change or adjustment to an outstanding Incentive Stock Option shall not, without the consent of the Participant, be made in a manner so as to constitute a "modification" that would cause such Incentive Stock Option to fail to continue to qualify as an Incentive Stock Option. Notwithstanding the foregoing, any adjustments made pursuant to Section 14 shall not be subject to these restrictions.

Subject to Section 18.5, but notwithstanding any other provision of the Plan to the contrary, the Board shall have broad authority to amend the Plan or any outstanding Award without the consent of the Participant to the extent the Board deems necessary or advisable to comply with, or take into account, changes in applicable tax laws, securities laws, accounting rules or other applicable law, rule or regulation.

SECTION 18. GENERAL

18.1 No Individual Rights

No individual or Participant shall have any claim to be granted any Award under the Plan, and the Company has no obligation for uniformity of treatment of Participants under the Plan.

Furthermore, nothing in the Plan or any Award granted under the Plan shall be deemed to constitute an employment contract or confer or be deemed to confer on any Participant any right to continue in the employ of, or to continue any other relationship with, the Company or any Related Company or limit in any way the right of the Company or any Related Company to terminate a Participant's employment or other relationship at any time, with or without cause.

18.2 Issuance of Shares

Notwithstanding any other provision of the Plan to the contrary, the Company shall have no obligation to issue or deliver any shares of Common Stock under the Plan or make any other distribution of benefits under the Plan unless, in the opinion of the Company's counsel, such issuance, delivery or distribution would comply with all applicable

laws (including, without limitation, the requirements of the Securities Act or the laws of any state or foreign jurisdiction) and the applicable requirements of any securities exchange or similar entity.

The Company shall be under no obligation to any Participant to register for offering or resale or to qualify for exemption under the Securities Act, or to register or qualify under the laws of any state or foreign jurisdiction, any shares of Common Stock, security or interest in a security paid or issued under, or created by, the Plan, or to continue in effect any such registrations or qualifications if made.

As a condition to the exercise of an Option or any other receipt of Common Stock pursuant to an Award under the Plan, the Company may require (a) the Participant to represent and warrant at the time of any such exercise or receipt that such shares are being purchased or received only for the Participant's own account and without any present intention to sell or distribute such shares and (b) such other action or agreement by the Participant as may from time to time be necessary to comply with the federal, state and foreign securities laws. At the option of the Company, a stop-transfer order against any such shares may be placed on the official stock books and records of the Company, and a legend indicating that such shares may not be pledged, sold or otherwise transferred, unless an opinion of counsel is provided (concurring in by counsel for the Company) stating that such transfer is not in violation of any applicable law or regulation, may be stamped on stock certificates to ensure exemption from registration. The Plan Administrator may also require the Participant to execute and deliver to the Company a purchase agreement or such other agreement as may be in use by the Company at such time that describes certain terms and conditions applicable to the shares.

To the extent the Plan or any instrument evidencing an Award provides for issuance of stock certificates to reflect the issuance of shares of Common Stock, the issuance may be effected on a noncertificated basis, to the extent not prohibited by applicable law or the applicable rules of any stock exchange.

18.3 Indemnification

Each person who is or shall have been a member of the Board shall be indemnified and held harmless by the Company against and from any loss, cost, liability or expense that may be imposed upon or reasonably incurred by such person in connection with or resulting from any claim, action, suit or proceeding to which such person may be a party or in which such person may be involved by reason of any action taken or failure to act under the Plan and against and from any and all amounts paid by such person in settlement thereof, with the Company's approval, or paid by such person in satisfaction of any judgment in any such claim, action, suit or proceeding against such person, unless such loss, cost, liability or expense is a result of such person's own willful misconduct or except as expressly provided by statute; provided, however, that such person shall give the Company an opportunity, at its own expense, to handle and defend the same before such person undertakes to handle and defend it on such person's own behalf.

The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such person may be entitled under the Company's certificate of incorporation or bylaws, as a matter of law, or otherwise, or of any power that the Company may have to indemnify or hold harmless.

18.4 No Rights as a Stockholder

Unless otherwise provided by the Plan Administrator or in the instrument evidencing the Award or in a written employment, services or other agreement, no Award, other than a Stock Award, shall entitle the Participant to any cash dividend, voting or other right of a stockholder unless and until the date of issuance under the Plan of the shares that are the subject of such Award.

18.5 Compliance with Laws and Regulations

In interpreting and applying the provisions of the Plan, any Option granted as an Incentive Stock Option pursuant to the Plan shall, to the extent permitted by law, be construed as an "incentive stock option" within the meaning of Section 422 of the Code.

The Plan and Awards granted under the Plan are intended to be exempt from the requirements of Section 409A to the maximum extent possible, whether pursuant to the short-term deferral exception described in Treasury Regulation Section 1.409A-1(b)(4), the exclusion applicable to stock options, stock appreciation rights and certain other equity-based compensation under Treasury Regulation Section 1.409A-1(b)(5), or otherwise. To the extent Section 409A is applicable to the Plan or any Award granted under the Plan, it is intended that the Plan and any Awards granted under the Plan comply with the deferral, payout, plan termination and other limitations and restrictions imposed under Section 409A. Notwithstanding any other provision of the Plan or any Award granted under the Plan to the contrary, the Plan and any Award granted under the Plan shall be interpreted, operated and administered in a manner consistent

with such intentions; provided, however, that the Plan Administrator makes no representations that Awards granted under the Plan shall be exempt from or comply with Section 409A and makes no undertaking to preclude Section 409A from applying to Awards granted under the Plan. Without limiting the generality of the foregoing, and notwithstanding any other provision of the Plan or any Award granted under the Plan to the contrary, with respect to any payments and benefits under the Plan or any Award granted under the Plan to which Section 409A applies, all references in the Plan or any Award granted under the Plan to the termination of the Participant's employment or service are intended to mean the Participant's "separation from service," within the meaning of Section 409A(a)(2)(A)(i) to the extent necessary to avoid subjecting the Participant to the imposition of any additional tax under Section 409A. In addition, if the Participant is a "specified employee," within the meaning of Section 409A, then to the extent necessary to avoid subjecting the Participant to the imposition of any additional tax under Section 409A, amounts that would otherwise be payable under the Plan or any Award granted under the Plan during the six-month period immediately following the Participant's "separation from service," within the meaning of Section 409A(a)(2)(A)(i), shall not be paid to the Participant during such period, but shall instead be accumulated and paid to the Participant (or, in the event of the Participant's death, the Participant's estate) in a lump sum on the first business day after the earlier of the date that is six months following the Participant's separation from service or the Participant's death. Notwithstanding any other provision of the Plan to the contrary, the Plan Administrator, to the extent it deems necessary or advisable in its sole discretion, reserves the right, but shall not be required, to unilaterally amend or modify the Plan and any Award granted under the Plan so that the Award qualifies for exemption from or complies with Section 409A.

18.6 Participants in Other Countries or Jurisdictions

Without amending the Plan, the Plan Administrator may grant Awards to Eligible Persons who are foreign nationals on such terms and conditions different from those specified in the Plan, as may, in the judgment of the Plan Administrator, be necessary or desirable to foster and promote achievement of the purposes of the Plan and shall have the authority to adopt such modifications, procedures, subplans and the like as may be necessary or desirable to comply with provisions of the laws or regulations of other countries or jurisdictions in which the Company or any Related Company may operate or have employees to ensure the viability of the benefits from Awards granted to Participants employed in such countries or jurisdictions, meet the requirements that permit the Plan to operate in a qualified or tax efficient manner, comply with applicable foreign laws or regulations and meet the objectives of the Plan.

18.7 No Trust or Fund

The Plan is intended to constitute an "unfunded" plan. Nothing contained herein shall require the Company to segregate any monies or other property, or shares of Common Stock, or to create any trusts, or to make any special deposits for any immediate or deferred amounts payable to any Participant, and no Participant shall have any rights that are greater than those of a general unsecured creditor of the Company.

18.8 Successors

All obligations of the Company under the Plan with respect to Awards shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all the business and/or assets of the Company.

18.9 Severability

If any provision of the Plan or any Award is determined to be invalid, illegal or unenforceable in any jurisdiction, or as to any person, or would disqualify the Plan or any Award under any law deemed applicable by the Plan Administrator, such provision shall be construed or deemed amended to conform to applicable laws, or, if it cannot be so construed or deemed amended without, in the Plan Administrator's determination, materially altering the intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction, person or Award, and the remainder of the Plan and any such Award shall remain in full force and effect.

18.10 Choice of Law and Venue

The Plan, all Awards granted thereunder and all determinations made and actions taken pursuant hereto, to the extent not otherwise governed by the laws of the United States, shall be governed by the laws of the State of California without giving effect to principles of conflicts of law. Participants irrevocably consent to the nonexclusive jurisdiction and venue of the state and federal courts located in the State of California.

18.11 Financial Reports

To the extent required by applicable law, the Company shall provide annual financial statements of the Company to each Participant. Such financial statements need not be audited and need not be issued to key persons whose duties within the Company assure them access to equivalent information.

18.12 Legal Requirements

The granting of Awards and the issuance of shares of Common Stock under the Plan is subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

SECTION 19. EFFECTIVE DATE

The effective date (the “*Effective Date*”) is the date on which the Plan is adopted by the Board. If the stockholders of the Company do not approve the Plan within 12 months after the Board’s adoption of the Plan, any Incentive Stock Options granted under the Plan will be treated as Nonqualified Stock Options. To the extent required under applicable law, any Award exercised before the stockholders of the Company approve the Plan shall be rescinded if the stockholders of the Company do not approve the Plan by the later of (a) within 12 months before or after the date on which the Board adopts the Plan and (b) prior to or within 12 months of the date on which any Award under the Plan is granted in California.

**PLAN ADOPTION AND AMENDMENTS/ADJUSTMENTS
SUMMARY PAGE**

Date of Board Action	Action	Section/Effect of Amendment	Date of Stockholder Approval
December 11, 2012	Initial Plan Adoption		December 11, 2012
September 30, 2013	Increase	Section 4.1	October 9, 2013
August 11, 2015	Increase	Section 4.1	August 13, 2015

APPENDIX A

DEFINITIONS

As used in the Plan:

“Acquired Entity” means any entity acquired by the Company or a Related Company or with which the Company or a Related Company merges or combines.

“Acquisition Price” means the fair market value of the securities, cash or other property, or any combination thereof, receivable or deemed receivable upon a Change of Control in respect of a share of Common Stock, as determined by the Plan Administrator in its sole discretion.

“Award” means any Option, Stock Appreciation Right, Stock Award, Restricted Stock, Stock Unit or cash-based award or other incentive payable in cash or in shares of Common Stock, as may be designated by the Plan Administrator from time to time.

“Board” means the Board of Directors of the Company.

“Cause,” unless otherwise defined in the instrument evidencing an Award or in a written employment, services or other agreement between the Participant and the Company or a Related Company, means dishonesty, fraud, serious or willful misconduct, unauthorized use or disclosure of confidential information or trade secrets, or conduct prohibited by law (except minor violations), in each case as determined by the Company’s chief human resources officer or other person performing that function or, in the case of directors and executive officers, the Board, whose determination shall be conclusive and binding.

“Change of Control,” unless the Plan Administrator determines otherwise with respect to an Award at the time the Award is granted or unless otherwise defined for purposes of an Award in a written employment, services or other agreement between the Participant and the Company or a Related Company, means consummation of:

- (a) a merger or consolidation of the Company with or into any other company or other entity;
- (b) a sale, in one transaction or a series of transactions undertaken with a common purpose, of all of the Company’s outstanding voting securities; or
- (c) a sale, lease, exchange or other transfer, in one transaction or a series of related transactions, undertaken with a common purpose of all or substantially all of the Company’s assets.

Notwithstanding the foregoing, a Change of Control shall not include (i) a merger or consolidation of the Company in which the holders of the outstanding voting securities of the Company immediately prior to the merger or consolidation hold at least a majority of the outstanding voting securities of the Successor Company immediately after the merger or consolidation; (ii) a sale, lease, exchange or other transfer of all or substantially all of the Company’s assets to a majority-owned subsidiary company; (iii) a transaction undertaken for the principal purpose of restructuring the capital of the Company, including, but not limited to, reincorporating the Company in a different jurisdiction, converting the Company to a limited liability company or creating a holding company; or (iv) any transaction that the Board determines is not a Change of Control for purposes of the Plan.

Where a series of transactions undertaken with a common purpose is deemed to be a Change of Control, the date of such Change of Control shall be the date on which the last of such transactions is consummated.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Common Stock” means the common stock, par value \$0.0001 per share, of the Company. “Company” means BuildingIQ, Inc., a Delaware corporation.

“Disability,” unless otherwise defined by the Plan Administrator for purposes of the Plan or in the instrument evidencing an Award or in a written employment, services or other agreement between the Participant and the Company or a Related Company, means a mental or physical impairment of the Participant that is expected to result in death or that has lasted or is expected to last for a continuous period of 12 months or more and that causes the Participant to be unable to perform his or her material duties for the Company or a Related Company and to be engaged in any substantial gainful activity, in each case as determined by the Company’s chief human resources officer or other person performing that function or, in the case of directors and executive officers, the Board, each of whose determination shall be conclusive and binding.

“Effective Date” has the meaning set forth in Section 19.

“Eligible Person” means any person eligible to receive an Award as set forth in Section 5.

“Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time.

“Fair Market Value” means the per share fair market value of the Common Stock as established in good faith by the Plan Administrator or, if the Common Stock is publicly traded, the closing price for the Common Stock on any given date during regular trading, or if not trading on that date, such price on the last preceding date on which the Common Stock was traded, unless determined otherwise by the Plan Administrator using such methods or procedures as it may establish.

“Grant Date” means the later of (a) the date on which the Plan Administrator completes the corporate action authorizing the grant of an Award or such later date specified by the Plan Administrator and (b) the date on which all conditions precedent to an Award have been satisfied, provided that conditions to the exercisability or vesting of Awards shall not defer the Grant Date.

“Incentive Stock Option” means an Option granted with the intention that it qualify as an “incentive stock option” as that term is defined for purposes of Section 422 of the Code or any successor provision.

“Nonqualified Stock Option” means an Option other than an Incentive Stock Option.

“Option” means a right to purchase Common Stock granted under Section 7.

“Option Expiration Date” means the last day of the maximum term of an Option.

“Option Term” means the maximum term of an Option as set forth in Section 7.3.

“Participant” means any Eligible Person to whom an Award is granted.

“Plan” means the BuildingIQ, Inc. 2012 Equity Incentive Plan.

“Plan Administrator” has the meaning set forth in Section 3.1.

“Related Company” means any entity that, directly or indirectly, is in control of, is controlled by or is under common control with the Company.

“Restricted Stock” means an Award of shares of Common Stock granted under Section 10, the rights of ownership of which are subject to restrictions prescribed by the Plan Administrator.

“Retirement,” unless otherwise defined in the instrument evidencing the Award or in a written employment, services or other agreement between the Participant and the Company or a Related Company, means “Retirement” as defined for purposes of the Plan by the Plan Administrator or the Company’s chief human resources officer or other person performing that function or, if not so defined, means Termination of Service on or after the date the Participant reaches “normal retirement age,” as that term is defined in Section 411(a)(8) of the Code.

“Section 409A” means Section 409A of the Code.

“Securities Act” means the Securities Act of 1933, as amended from time to time.

“Stock Appreciation Right” or **“SAR”** means a right granted under Section 9.1 to receive the excess of the Fair Market Value of a specified number of shares of Common Stock over the grant price.

“Stock Award” means an Award of shares of Common Stock granted under Section 10, the rights of ownership of which are not subject to restrictions prescribed by the Plan Administrator.

“Stock Unit” means an Award denominated in units of Common Stock granted under Section 10.

“Substitute Awards” means Awards granted or shares of Common Stock issued by the Company in substitution or exchange for awards previously granted by an Acquired Entity.

“Successor Company” means the surviving company, the successor company, the acquiring company or its parent, as applicable, in connection with a Change of Control.

“Termination of Service” means a termination of employment or service relationship with the Company or a Related Company for any reason, whether voluntary or involuntary, including by reason of death, Disability or Retirement. Any question as to whether and when there has been a Termination of Service for the purposes of an Award and the

cause of such Termination of Service shall be determined by the Company's chief human resources officer or other person performing that function or, with respect to directors and executive officers, by the Board, whose determination shall be conclusive and binding. Transfer of a Participant's employment or service relationship between the Company and any Related Company shall not be considered a Termination of Service for purposes of an Award. Unless the Board determines otherwise, a Termination of Service shall be deemed to occur if the Participant's employment or service relationship is with an entity that has ceased to be a Related Company. A Participant's change in status from an employee of the Company or a Related Company to a nonemployee director, consultant, advisor or independent contractor of the Company or a Related Company, or a change in status from a nonemployee director, consultant, advisor or independent contractor of the Company or a Related Company to an employee of the Company or a Related Company, shall not be considered a Termination of Service.

"Vesting Commencement Date" means the Grant Date or such other date selected by the Plan Administrator as the date from which an Award begins to vest.



BIQ
MR SAM SAMPLE
FLAT 123
123 SAMPLE STREET
THE SAMPLE HILL
SAMPLE ESTATE
SAMPLEVILLE VIC 3030

Lodge your vote:



Online:
www.investorvote.com.au



By Mail:
Computershare Investor Services Pty Limited
GPO Box 242 Melbourne
Victoria 3001 Australia

Alternatively you can fax your form to
(within Australia) 1800 783 447
(outside Australia) +61 3 9473 2555

For Intermediary Online subscribers only
(custodians) www.intermediaryonline.com

For all enquiries call:

(within Australia) 1300 850 505
(outside Australia) +61 3 9415 4000

CDI Voting Instruction Form

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Vote online or view the annual report, 24 hours a day, 7 days a week:

www.investorvote.com.au

- ☒ **Cast your vote**
- ☒ **Access the annual report**
- ☒ **Review and update your securityholding**

Your secure access information is:

Control Number: 999999

SRN/HIN: I9999999999

PIN: 99999



PLEASE NOTE: For security reasons it is important that you keep your SRN/HIN confidential.

For your vote to be effective it must be received by 2.00pm (AEDT) on Thursday, 15 March 2018.

How to Vote on Items of Business

Each CHESS Depositary Interest (CDI) is equivalent to one share of Company Common Stock, so that every 1 (one) CDI registered in your name on 1 March 2018 at 7.00pm (AEDT) entitles you to one vote.

You can vote by completing, signing and returning your CDI Voting Instruction Form. This form gives your voting instructions to CHESS Depositary Nominees Pty Ltd, which will vote the underlying shares on your behalf. You need to return the form no later than the time and date shown above to give CHESS Depositary Nominees Pty Ltd enough time to tabulate all CHESS Depositary Interest votes and to vote on the underlying shares.

Signing Instructions

Individual: Where the holding is in one name, the securityholder must sign.

Joint Holding: Where the holding is in more than one name, all of the securityholders should sign.

Power of Attorney: If you have not already lodged the Power of Attorney with the Australian registry, please attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: Only duly authorised officer/s can sign on behalf of a company. Please sign in the boxes provided, which state the office held by the signatory, ie Sole Director, Sole Company Secretary or Director and Company Secretary. Delete titles as applicable.

Comments & Questions: If you have any comments or questions for the company, please write them on a separate sheet of paper and return with this form.

GO ONLINE TO VOTE
or turn over to complete the form

MR SAM SAMPLE
FLAT 123
123 SAMPLE STREET
THE SAMPLE HILL
SAMPLE ESTATE
SAMPLEVILLE VIC 3030



Change of address. If incorrect, mark this box and make the correction in the space to the left. Securityholders sponsored by a broker (reference number commences with 'X') should advise your broker of any changes.



I 9999999999

I ND

CDI Voting Instruction Form

Please mark ☒ to indicate your directions

STEP 1 CHESS Depositary Nominees Pty Ltd will vote as directed

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Voting Instructions to CHESS Depositary Nominees Pty Ltd

I/We being a holder of CHESS Depositary Interests of BuildingIQ, Inc. hereby direct CHESS Depositary Nominees Pty Ltd to vote the shares underlying my/our holding at the Annual General Meeting of BuildingIQ, Inc. to be held at the offices of Computershare Investor Services Pty Limited, Level 4, 60 Carrington Street, Sydney NSW 2000 on Tuesday, 20 March 2018 at 2.00pm (AEDT) and at any adjournment or postponement of that meeting.

By execution of this CDI Voting Form the undersigned hereby authorises CHESS Depositary Nominees Pty Ltd to appoint such proxies or their substitutes to vote in their discretion on such business as may properly come before the meeting.

STEP 2

If you wish to attend the Meeting in person or appoint some person or company other than CDN, who need not be a stockholder, to attend and act on your behalf at the Meeting or any adjournment or postponement thereof, please insert your name, or the name of your appointee, in this box.

Computershare will then send you a legal form of proxy which will grant you or the person specified by you the right to attend and vote at the Meeting. Please remember that the form of proxy is subject to all terms and conditions that apply to proxies as outlined in the Notice of Annual Meeting including any cut off time for receipt of valid proxies.

STEP 3

Voting Instructions - Voting instructions will only be valid and accepted by CDN if they are signed and received no later than 2:00pm (AEDT) on Thursday, 15 March, 2018. Please read the instructions overleaf before marking any boxes with an X.

For Abstain

1 (a)	Re-election of Mr Alan Cameron as a Director	<input type="checkbox"/>	<input type="checkbox"/>
1 (b)	Re-election of Ms Tanya Cox as a Director	<input type="checkbox"/>	<input type="checkbox"/>
1 (c)	Re-election of Mr William Deane as a Director	<input type="checkbox"/>	<input type="checkbox"/>
1 (d)	Re-election of Mr Gerd Goette as a Director	<input type="checkbox"/>	<input type="checkbox"/>
1 (e)	Re-election of Mr Michael Nark as a Director	<input type="checkbox"/>	<input type="checkbox"/>

For Against Abstain

2	Amendment and Restatement of Certificate of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Amendment of BuildingIQ, Inc. 2012 Equity Incentive Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Approval of BuildingIQ, Inc. 2012 Equity Incentive Plan for the purposes of ASX Listing Rule 7.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Approval of 10% Placement Capacity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SIGN

Signature of Securityholder(s) *This section must be completed.*

Individual or Securityholder 1

Sole Director and Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director/Company Secretary

Contact
Name

Contact
Daytime
Telephone

_____ / _____ / _____

Date

B I Q

9 9 9 9 9 9 A

Computershare +



C123456789

IMPORTANT ANNUAL MEETING INFORMATION

000004

ENDORSEMENT_LINE _____ SACKPACK _____



MR A SAMPLE
DESIGNATION (IF ANY)
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ADD 2
ADD 3
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ADD 5
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Using a **black ink** pen, mark your votes with an **X** as shown in this example. Please do not write outside the designated areas.



Annual Meeting Proxy Card

▼ PLEASE FOLD ALONG THE PERFORATION, DETACH AND RETURN THE BOTTOM PORTION IN THE ENCLOSED ENVELOPE. ▼

A The Directors recommend you vote in favour of each of the resolutions.

	For	Abstain		For	Against	Abstain	
1 (a). Re-election of Mr Alan Cameron as a Director	<input type="checkbox"/>	<input type="checkbox"/>	2. Amendment and Restatement of Certificate of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	+
1 (b). Re-election of Ms Tanya Cox as a Director	<input type="checkbox"/>	<input type="checkbox"/>	3. Amendment of BuildingIQ, Inc. 2012 Equity Incentive Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1 (c). Re-election of Mr William Deane as a Director	<input type="checkbox"/>	<input type="checkbox"/>	4. Approval of BuildingIQ, Inc. 2012 Equity Incentive Plan for the purposes of ASX Listing Rule 7.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1 (d). Re-election of Mr Gerd Goette as a Director	<input type="checkbox"/>	<input type="checkbox"/>	5. Approval of 10% Placement Capacity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1 (e). Re-election of Mr Michael Nark as a Director	<input type="checkbox"/>	<input type="checkbox"/>					

B Non-Voting Items

Change of Address — Please print new address below.

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C Authorized Signatures — This section must be completed for your vote to be counted. — Date and Sign Below

Please sign exactly as name(s) appears hereon. Joint owners should each sign. When signing as attorney, executor, administrator, corporate officer, trustee, guardian, or custodian, please give full title.

Date (mm/dd/yyyy) — Please print date below.

Signature 1 — Please keep signature within the box.

Signature 2 — Please keep signature within the box.

_____ / _____

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MR A SAMPLE (THIS AREA IS SET UP TO ACCOMMODATE
140 CHARACTERS) MR A SAMPLE AND MR A SAMPLE AND
MR A SAMPLE AND MR A SAMPLE AND MR A SAMPLE AND
MR A SAMPLE AND MR A SAMPLE AND MR A SAMPLE AND



▼ PLEASE FOLD ALONG THE PERFORATION, DETACH AND RETURN THE BOTTOM PORTION IN THE ENCLOSED ENVELOPE. ▼



Proxy — Building IQ, Inc.

ANNUAL MEETING OF SHAREHOLDERS

The undersigned hereby appoints the Board of Directors of BuildingIQ, Inc. (the “Company”), or its designee, with full powers of substitution, to act as attorneys and proxies for the undersigned, to vote all shares of Common Stock of the Company which the undersigned is entitled to vote at the Annual Meeting of Stockholders (the “Meeting”), to be held at the Computershare Investor Services Pty Limited, Level 4, 60 Carrington Street, Sydney NSW 2000, on Tuesday, 20 March 2018 at 2:00pm (AEDT) and at any and all adjournments thereof, in the following manner:

THIS PROXY WILL BE VOTED AS DIRECTED, BUT IF NO INSTRUCTIONS ARE SPECIFIED, THIS PROXY WILL BE VOTED FOR THE PROPOSITION STATED. IF ANY OTHER BUSINESS IS PRESENTED AT SUCH MEETING, THIS PROXY WILL BE VOTED BY THOSE NAMED IN THIS PROXY IN THEIR BEST JUDGMENT. AT THE PRESENT TIME, THE BOARD OF DIRECTORS KNOWS OF NO OTHER BUSINESS TO BE PRESENTED AT THE MEETING. THIS PROXY IS SOLICITED BY THE BOARD OF DIRECTORS

Should the signatory(ies) be present and elect to vote at the Meeting, or at any adjournments thereof, and after notification to the Secretary of the Company at the Meeting of such person's decision to terminate this proxy, the power of said attorneys and proxies shall be deemed terminated and of no further force and effect. The signatory(ies) may also revoke this proxy by filing a subsequently dated proxy or by written notification to the Secretary of the Company of his or her decision to terminate this proxy.