

ASX/ Media Release
28 March 2018

ONCOSIL MEDICAL SHARE PURCHASE PLAN BOOKLET

Sydney, Australia, 28 March 2018: OncoSil Medical Limited (ASX: OSL) (**OncoSil Medical** or the **Company**) a medical device company focused on localised treatments for patients with pancreatic and liver cancer, is pleased to offer eligible OncoSil Medical shareholders the opportunity to participate in the OncoSil Medical Share Purchase Plan (SPP), as announced on 21 March 2018.

A booklet containing details of the SPP will be mailed or emailed with an application form to eligible OncoSil Medical shareholders today and is also attached to this announcement.

Applications for shares under the SPP open today and close at 5pm on Friday, 13 April 2018.

If you have any questions in relation to how to participate in the SPP, please contact Boardroom Pty Limited on 1800 182 257 within Australia and +61 2 9290 9689 outside Australia.

- ENDS -

Company	Media
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About OncoSil

OncoSil™ is a clinical-stage medical device company seeking to advance radiation for cancer patients. OncoSil Medical's lead product, OncoSil™ is a targeted radioactive isotope (Phosphorus-32), implanted directly into a patient's pancreatic tumours via an endoscopic ultrasound.

Treatment with the OncoSil™ is intended to deliver more concentrated and localised beta radiation compared to external beam radiation. OncoSil Medical has conducted four clinical trials with encouraging results on tolerability, safety and efficacy. A CE Mark application to commercially sell OncoSil™ in the European Union (EU) is under review with commercial launch planned subject to approval.

The U.S Food and Drug Administration granted an Investigational Device Exemption (IDE) in July 2016 with approval to conduct a clinical study of the OncoSil™ device. The aim of the study will be to collect safety and effectiveness data required to support a Premarket Approval (PMA) application.

Pancreatic cancer is typically diagnosed at a later stage, when there is a poor prognosis for long-term survival. The World Cancer Research Fund estimated that in 2012, 338,000 people globally were diagnosed with pancreatic cancer. The prognosis for patients diagnosed with pancreatic cancer, regardless of stage, is generally poor; the relative five-year survival rate for all stages combined is approximately 5%. The estimated world-wide market opportunity for OncoSil™ in pancreatic cancer exceeds \$2b.

Hepatocellular carcinoma (HCC) or liver cancer, is the 6th most common cancer in the world with 782,000 new cases diagnosed in 2012. While hepatocellular carcinoma can be treated by surgery or transplantation, the majority of patients with HCC have disease which is too advanced for surgery and their survival ranges from a few months to two or more years. The value of the hepatocellular cancer market is expected to triple in size to \$1.4b by 2019.

Forward Looking Statements

This document contains certain forward-looking statements, relating to OncoSil's business, which can be identified by the use of forward-looking terminology such as "promising", "plans", "anticipated", "will", "project", "believe", "forecast", "expected", "estimated", "targeting", "aiming", "set to", "potential", "seeking to", "goal", "could provide", "intends", "is being developed", "could be", "on track", or similar expressions, or by express or implied discussions regarding potential filings or marketing approvals, or potential future sales of product candidates. Such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results to be materially different from any future results, performance or achievements expressed or implied by such statements. There can be no assurance that any existing or future regulatory filings will satisfy the FDA and other authorities' requirements regarding any one or more product candidates nor can there be any assurance that such product candidates will be approved by any authorities for sale in any market or that they will reach any particular level of sales. In particular, management's expectations regarding the approval and commercialisation of the product candidates could be affected by, among other things, unexpected trial results, including additional analysis of existing data, and new data; unexpected regulatory actions or delays, or government regulation generally; our ability to obtain or maintain patent or other proprietary intellectual property protection; competition in general; government, industry, and general public pricing pressures; and additional factors that involve significant risks and uncertainties about our products, product candidates, financial results and business prospects. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those described herein as anticipated, believed, estimated or expected. OncoSil is providing this information as of the date of this document and does not assume any obligation to update any forward-looking statements contained in this document as a result of new information, future events or developments or otherwise.

ONCOSIL MEDICAL LIMITED

ACN 113 824 141

(ASX:OSL)

2018 SHARE PURCHASE PLAN

OFFER BOOKLET AND APPLICATION FORM

This is an important document and requires your immediate attention. **You should read this Offer Booklet in full** and seek advice from your broker, accountant or other professional adviser if you have any questions about your investment in OSL or the impact of the transactions described in this Offer Booklet. This Offer Booklet does not provide financial advice and has been prepared without taking into account your particular objectives, financial situation or needs.

This Offer Booklet provides details of the OSL Share Purchase Plan and explains how shareholders can participate. Each Eligible Shareholder has the opportunity to participate in the OSL Share Purchase Plan by applying for up to a maximum of \$15,000 of new ordinary shares in OSL without incurring brokerage or other transaction costs.

NOT FOR DISTRIBUTION OR RELEASE IN THE UNITED STATES OR TO U.S. PERSONS

Important Notice and Disclaimer

This Offer Booklet does not provide financial advice and has been prepared without taking account of any person's investment objectives, financial situation or particular needs. You should consider the appropriateness of participating in the Share Purchase Plan (SPP) having regard to your investment objectives, financial situation or particular needs. Shareholders should seek independent financial and taxation advice before making any investment decision in relation to these matters.

ASIC relief

The offer of New Shares under the SPP is made in accordance with the ASIC Instrument CO 09/425 which grants relief from the requirement for OSL to prepare a disclosure document for the SPP subject to certain terms and conditions. This Offer Booklet is not a prospectus or disclosure document under Chapter 6D of the Corporations Act.

Overseas Shareholders

The laws of some countries prohibit or make impractical, participation in the SPP by certain overseas Shareholders. Shareholders who are not resident in Australia or New Zealand will not be able to participate in the SPP. The SPP does not constitute an offer of OSL Shares for sale in any other jurisdiction.

Custodians and other trustees or nominees may not distribute any part of this document, and may not permit any beneficial shareholder to participate in the SPP, in any country outside Australia or New Zealand.

New Zealand

The New Shares are not being offered or sold to the public within New Zealand other than to existing Shareholders of OSL at the Record Date with registered addresses in New Zealand to whom the offer of New Shares is being made in reliance on the Financial Markets Conduct Act 2013 and the Financial Markets Conduct (Incidental Offers) Exemption Notice 2016.

This Offer Booklet has not been registered, filed with or approved by any New Zealand regulatory authority. This Offer Booklet is not a product disclosure statement under New Zealand law and is not required to, and may not, contain all the information that a product disclosure statement under New Zealand law is required to contain.

United States

This Offer Booklet may not be released or distributed in the United States. This Offer Booklet does not constitute an offer to sell, or a solicitation of an offer to buy, shares in the United States or to, or for the account or benefit of, U.S. Persons.

The New Shares have not been and will not be registered under the US Securities Act of 1933 (as amended) (Securities Act) or the securities laws of any state or other jurisdiction of the United States. The New Shares may not be offered, sold or otherwise transferred in the United States except in a transaction exempt from, or not subject to, the registration requirements of the Securities Act and the applicable securities laws of any state or other jurisdiction in the United States.

ONCOSIL MEDICAL LIMITED

ACN 113 824 141

2018 SHAREHOLDER SHARE PURCHASE PLAN - OFFER DOCUMENT

This non-renounceable offer (**Offer**) of new fully paid ordinary shares (**New Shares**) in the capital of OncoSil Medical Limited ACN 113 824 141 is made on the terms and conditions of the Share Purchase Plan 2018 (**Plan**) set out in this Offer Document and the accompanying Application Form. *

Issue Price	12 cents (\$0.12) per New Share
Minimum application amount	\$1,000 per shareholder then in multiples of \$1,000 up to \$15,000**
Maximum application amount	\$15,000 per shareholder (subject to the limit prescribed under ASIC Instrument CO 09/425)
Maximum amount to be raised [^]	\$4 million
Proposed use of funds	<p>The funds raised will be used:</p> <ul style="list-style-type: none">• to finance the Company through to EU commercialisation of its OncoSil device;• to complete the Global Pancreatic Cancer clinical study programme (PanCo & OncoPaC-1);• for general working capital purposes including specific initiatives (manufacturing optimisation and other project and commercial initiatives); and• to pay capital raising costs.
Record date (being the date that eligibility to participate in the SPP is determined)	7.00pm, 20 March 2018
Announcement Date	21 March 2018
Opening Date	28 March 2018
Closing Date	13 April 2018
Issue of New Shares under SPP	20 April 2018
Despatch of SPP holding statements	23 April 2018
New Shares commence trading on ASX	24 April 2018

* This timetable is indicative only and OSL may, at its discretion, vary any of the above dates without notice. All times are AEDT.

** Custodians may apply for up to \$15,000 on behalf of each distinct beneficiary represented, using a separate Application Form for each beneficiary, an Application Form can be obtained from the Company or its Share Registrar. Further details are provided below.

[^] If the total number of New Shares applied for exceeds a subscription for \$4 million the Company will reduce the number of shares to be issued in response to each application in the absolute discretion of the Board. In that case the Company will refund excess application monies received by the Company from to each unsuccessful applicant. Refunds will be paid to the applicant by cheque. No interest shall be paid on refunded application monies.

28 March 2018

Dear Shareholder,

On behalf of the Directors of OncoSil Medical Limited ACN 113 824 141 (**OSL** or **Company**), I am pleased to offer you the opportunity to participate in OSL's Share Purchase Plan (**SPP**).

The SPP gives Eligible Shareholders the opportunity to acquire up to a maximum of \$15,000 of new fully paid ordinary shares in OSL (**New Shares**), at a discount (see "*Price*" under section titled "*Key features of the SPP*" below) and without incurring brokerage or transaction costs. The SPP aims to raise approximately \$4 million and is not underwritten. OSL may determine to raise a higher amount or decide to scale back Applications under the SPP at its absolute discretion.

OSL will also be concurrently undertaking a placement of new fully paid ordinary shares to sophisticated and professional investors raising approximately \$12.7 million (**Placement**). Further details of the Placement (and a copy of the Capital Raising Presentation) can be found in the ASX announcements dated 21 March 2018, which are available at www.oncosil.com.au/investor-centre/asx-announcements.

Key features of the SPP

- **Price** — Shares are offered under the SPP at an Issue Price of \$0.12 per New Share, which represents a 14% discount to the closing price of \$0.14 per Share on ASX on 20 March 2018 (being the **Record Date**).
- **Eligible Shareholders** — Participation in the SPP is optional and is open to Eligible Shareholders, including Eligible Shareholders who are custodians on behalf of Eligible Beneficiaries on the term and conditions set out in this Offer Booklet. Your right to participate in the SPP is not transferable.
- **Offer Period** — The SPP opens on 28 March 2018 and is expected to close at 5.00pm (AEDT) on 13 April 2018.
- **Priority** — All New Shares issued under the SPP will rank equally with existing OSL Shares.

The terms and conditions of the SPP are set out in this Offer Booklet. I urge you to read this Offer Booklet in its entirety, and seek your own financial, taxation and other professional advice in relation to the SPP before you decide whether to participate.

How to apply

To apply for New Shares under the SPP, you must make a payment directly via BPAY (details below). Applications for New Shares can only be made in \$1,000 increments and must be for a minimum of \$1,000 and a maximum of \$15,000.

If you have any questions in relation to how to participate in the SPP, please contact Boardroom Pty Limited (contact details are shown on the Application Form).

On behalf of the Board, I thank you for your continued support.

Yours sincerely



Dr Chris Robert

Chairman

Key Information on the SPP

This section outlines the key information on the SPP. You should read this section in conjunction with the attached Terms and Conditions of the SPP.

1. What is the Share Purchase Plan (SPP)?

The SPP being offered by OSL gives Eligible Shareholders the opportunity to subscribe for up to \$15,000 worth of New Shares in OSL (without incurring brokerage or other transaction costs). New Shares issued under the SPP will rank equally with all other fully paid ordinary shares on issue in the capital of OSL.

2. Do I have to participate in the SPP?

No, participation in the SPP is entirely voluntary.

Before you decide whether to participate in the SPP, OSL recommends you seek independent financial advice from your broker, accountant or other professional adviser.

If you do not wish to participate in the SPP, do nothing.

3. What is the Issue Price of the New Shares under the SPP?

The Issue Price of each New Share issued under the SPP will be \$0.12 per New Share, which represents a 14% discount to the closing price of \$0.14 per Share on ASX on the Record Date.

The number of New Shares to be issued to each applicant will be calculated by dividing the amount subscribed for by the applicant (subject to any scale back at the discretion of OSL) by the Issue Price. Fractions will be rounded up to the nearest whole New Share.

There is a risk that the market price of OSL Shares may rise or fall between the date of the offer under this Offer Booklet and the time of issue of New Shares under the SPP. This means that the Issue Price for the New Shares may be less than or more than the market price of Shares at the date of this Offer Booklet or at the Issue Date. Your Application is unconditional and may not be withdrawn even if the market price of OSL Shares is less than the Issue Price.

4. How much will OSL raise under the SPP?

OSL is seeking to raise approximately \$4 million under the SPP. OSL may, at its discretion, determine to raise a higher amount.

5. How will the funds raised from the SPP be utilised by OSL?

The proceeds from the Placement and the SPP will be used:

- to finance the Company through to EU commercialisation of its OncoSil device;
- to complete the Global Pancreatic Cancer clinical study programme (PanCo & OncoPaC-1);
- for general working capital purposes including specific initiatives (manufacturing optimisation and other project and commercial initiatives); and
- to pay for capital raising costs.

6. Am I eligible to participate in the SPP?

Shareholders who are registered holders of OSL Shares at 7.00pm (AEDT) on 20 March 2018 (**Record Date**) with a registered address either in Australia or New Zealand (provided that such Shareholder is not in the United States, or acting for the account or benefit of a person in the United States) (**Eligible Shareholder**) are eligible to participate in the SPP.

Custodians who are Eligible Shareholders may apply for New Shares on behalf of their beneficial holders as at the Record Date, according to the terms set out in the Terms and Conditions. Custodians must certify that each Eligible Beneficiary for whom it applies for New Shares has a registered address in Australia or New Zealand.

The Board of OSL has determined that it is either not lawful or not practical for Shareholders in other jurisdictions to participate in the SPP.

7. What do I do if I am a Custodian?

The SPP is being extended to Eligible Shareholders who are Custodians and who wish to apply for New Shares on behalf of certain Eligible Beneficiaries.

The SPP is being offered to Custodians as the registered Shareholder. Custodians are not required to participate on behalf of their Eligible Beneficiaries. Custodians may choose whether or not to extend the SPP to their Eligible Beneficiaries.

If you wish to apply as a Custodian under the SPP to receive New Shares for one or more Eligible Beneficiaries, you must complete and submit a Custodian Certificate that contains further certifications and details (as required under the terms of the ASIC Instrument CO 09/425) before your Application will be accepted. Applications by Custodians that are not accompanied by a duly completed Custodian Certificate will be rejected. By applying as a Custodian on behalf of Eligible Beneficiaries to purchase New Shares, you certify (amongst other things) that each Eligible Beneficiary has not exceeded the \$15,000 limit under the ASIC Instrument CO 09/425.

To request a Custodian Certificate or for further information about the Custodian application process, please contact the Boardroom Pty Limited (contact details on shown on the Application Form). Custodians must not participate in the SPP on behalf of, and must not distribute this Offer Booklet or any documents relating to this SPP to any person in the United States. A Custodian will be ineligible to participate in the SPP if their participation would be in breach of the ASIC Instrument CO 09/425.

8. How many shares can I apply for under the SPP?

You may apply for a minimum of \$1,000 and up to a maximum of \$15,000 of New Shares under the SPP. Applications must be in \$1,000 increments. Applications may be scaled back at the absolute discretion of OSL. In addition, Applications may be scaled back where the Company in aggregate receives applications in excess of \$4 million.

9. How will the New Shares be allocated?

The OSL Board may, in its absolute discretion, decide to issue any person fewer New Shares than that person applied for under the SPP.

Without limiting the Board's discretion, New Shares will not be issued to an applicant if the issue of those New Shares, either alone or in conjunction with the issue of New Shares under other Applications received by OSL, would contravene any applicable law, the Listing Rules or ASIC Instrument CO 09/425.

If OSL issues a lesser number of New Shares than a Shareholder has applied for (including under any scale back), application money received from the Shareholders not applied in subscribing for New Shares will be returned to the applying Shareholder, without interest, by way of credit to their nominated account (as recorded with the Registry) or cheque sent to their registered address.

10. What happens if the SPP is oversubscribed?

The SPP aims to raise approximately \$4 million.

If the SPP is oversubscribed, at the absolute discretion of the OSL Board, it may scale back the number of New Shares that will be issued to individual Shareholders under the SPP. OSL may also decide to

accept Applications (in whole or in part) that result in the SPP raising more or less than this amount in its absolute discretion.

11. Can my right to participate in the SPP be transferred?

No, offers made under the SPP are not renounceable. Shareholders cannot transfer their right to acquire New Shares under the SPP to any other person.

12. Is the SPP underwritten?

No, the SPP is not underwritten.

13. Directors' participation

The directors of the Company, as Eligible Shareholders, may participate in the Offer (without having to obtain Shareholder approval), on the same terms as all other Shareholders in the Company. Such participation under the Offer (in the directors' capacity as Eligible Shareholders) is permitted as an exception to the prohibition under ASX Listing Rule 10.11 (ie. Exception 8 in ASX Listing Rule 10.12).

14. How do I apply for New Shares under the SPP?

Applications to acquire New Shares under SPP must be made in one of the following two ways. By applying for New Shares under the SPP, you agree to be bound by the Terms and Conditions of the SPP.

Pay via Bpay

To pay via BPAY, you will need to:

- use the Biller Code and Customer Reference Number (CRN) shown on your Application Form which is required to identify your shareholding;
- be an account holder with an Australian financial institution; and
- ensure that your payment for the appropriate amount that supports BPAY transactions is received by the Registry by **5.00pm (AEDT) on 13 April 2018**. Financial institutions may implement earlier cut-off times with regards to electronic payment, and you should therefore take this into consideration when making payment.

15. When do I receive notification of my issue?

The Registry will send you a holding statement on or around 23 April 2018 which will include details of the number of New Shares issued to you and your total holding of OSL Shares.

SPP Terms and Conditions

If you participate in the SPP (by making payment by BPAY), you are accepting the risk that the market price of OSL Shares may change between the Opening Date and the Issue Date. This means that the Issue Price for the New Shares may be less than or more than the market price of Shares at the Opening Date or the Issue Date. Your Application is unconditional and may not be withdrawn even if the market price of OSL Shares is less than the Issue Price.

Please read these terms and conditions carefully, as you will be bound by them in participating in the SPP. Shareholders participating in the SPP will also be bound by the constitution of OSL.

The Key Information on the SPP, Important Notice and Disclaimer and Glossary sections of this Offer Booklet form part of these terms and conditions.

The Glossary section contains definitions of some of the terms used in these terms and conditions.

1. Offer

- 1.1 OncoSil Medical Limited ACN 113 824 141 offers each Eligible Shareholder the opportunity to purchase up to \$15,000 worth of New Shares under the Share Purchase Plan (**SPP**) subject to and in accordance with these terms and conditions (**Offer**).
- 1.2 The Offer is dated and taken to be made on the Opening Date. Applications may be made on and from the Opening Date.
- 1.3 You are eligible to participate in the Offer if you:
 - (a) were registered on the Register as a Shareholder on the Record Date;
 - (b) have a registered address in either Australia or New Zealand at that time; and
 - (c) are not in the United States and are not acting for the account or benefit of a person in the United States.
- 1.4 The Offer is also extended to Eligible Shareholders who are Custodians, in accordance with clauses 2.2 and 3.3 below.
- 1.5 The Offer is not made to Shareholders with a registered address outside of Australia or New Zealand.
- 1.6 The Offer closes on the Closing Date and all Applications and payments of application money must be received by the Registry by the Closing Date.
- 1.7 Each Offer is made on the same terms and conditions. All Eligible Shareholders will receive the same offer, irrespective of the number of Shares which they hold on the Record Date.
- 1.8 The Offer is non-transferable and therefore, Eligible Shareholders cannot transfer their right to purchase New Shares under the SPP to any other person.
- 1.9 Participation in the Offer is voluntary. It is a matter for each Eligible Shareholder to decide whether or not they apply for New Shares under the Offer.
- 1.10 The Offer is not underwritten.

2. Joint holders and Custodians

- 2.1 If two or more persons are registered on the Register as jointly holding Shares, they are taken to be a single registered holder of Shares for the purposes of determining whether they are an

Eligible Shareholder and a certification given by any of them is taken to be a certification given by all of them.

- 2.2 Subject to these terms and conditions, Eligible Shareholders who are Custodians may participate in the Offer on behalf of each Eligible Beneficiary on whose behalf the Custodian is holding Shares.

3. Application for New Shares

- 3.1 An Eligible Shareholder may apply for New Shares in \$1,000 increments. Applications must be for a minimum of \$1,000 and a maximum of \$15,000.
- 3.2 To apply for New Shares, Eligible Shareholders must make a payment for the application amount via BPAY in accordance with the instructions on the Application Form so that the payment is received by the Closing Date.
- 3.3 If you wish to apply for New Shares as a Custodian for one or more Eligible Beneficiaries, you must also complete and submit a Custodian Certificate that contains further certifications and details (required under the ASIC Instrument CO 09/425) before your Application will be accepted. Applications by Custodians that are not accompanied by a duly completed Custodian Certificate will be rejected.
- 3.4 In any consecutive 12 month period, the maximum value of Shares for which each Eligible Shareholder may subscribe under the SPP is \$15,000 (or such lower amount as the Board may determine in its discretion). This limit applies to each Shareholder even if that person holds Shares in more than one capacity - for example, as a sole holder and as a first (or subsequent) named holder of two or more joint holders. However, a trustee or nominee expressly noted on the Register may receive an Offer for each occasion they are separately recorded as a trustee or nominee for a different beneficiary named on that register.
- 3.5 OSL and its officers and agents may refuse to accept or may suspend or withdraw any Application for New Shares at their discretion, including if:
- (a) that Application might:
 - (i) prejudice the effective operation of the SPP;
 - (ii) give rise to breaches of applicable laws or the Listing Rules; or
 - (iii) give rise to a breach of the Company's ability to issue Shares (**Shareholding Limit**);
 - (b) it appears that the applicant is not an Eligible Shareholder;
 - (c) it appears that the applicant is applying to purchase more than \$15,000 worth of New Shares in aggregate (including as a result of Shares the applicant holds directly, jointly or through a custodian or nominee arrangement) or otherwise in contravention of the ASIC Instrument CO 09/425;
 - (d) the Application is not for an amount in a \$1,000 increment;
 - (e) payment of the application money is not submitted in Australian currency;
 - (f) the amount of the BPAY payment is not equal to the amount of the application. If this occurs, OSL may at its absolute discretion:
 - (i) refund in full the application money and not issue any New Shares to the applicant; or

- (ii) issue to the applicant the number of New Shares that would have been issued had the applicant applied for the highest designated amount that is less than the amount of their payment and refund the excess of their application money.

3.6 If you are entitled to a refund of all or any of your application money, the refund will be paid to you, without interest, as soon as is practicable by direct credit to your nominated account (as recorded by the Registry).

4. New Shares

4.1 New Shares issued under the SPP will rank equally in all respects with existing Shares.

4.2 New Shares will be issued on the Issue Date.

4.3 OSL will apply to ASX for quotation of New Shares on the ASX. It is anticipated that the New Shares will be quoted on the ASX immediately after their issue.

4.4 The Registry will send you a holding statement, confirming the issue of New Shares, on or around 23 April 2018.

5. Issue Price

5.1 The Issue Price per New Share will be \$0.12 per New Share, which represents a 14% discount to the closing price of \$0.14 per Share on ASX on the Record Date.

5.2 The current Share price can be obtained from the ASX.

5.3 You agree to pay the Issue Price per New Share for the number of New Shares calculated under clauses 6.1 and 6.2 (subject to clause 7 if there is a scale back).

6. Number of New Shares to be issued

6.1 If you apply for New Shares, you will apply for a certain value, rather than a certain number, of New Shares. If your application is accepted, OSL will divide the value of your application money by the Issue Price in order to determine the number of New Shares which, subject to scale back, will be issued to you.

6.2 If this calculation produces a fractional number, the number of New Shares issued will be rounded up to the nearest whole New Share.

6.3 If applicable, you must accept a lesser number of New Shares issued to you than applied for and must accept a refund of the application money in relation to those New Shares applied for but which are not issued to you, without interest.

7. Scale back

7.1 The OSL Board may, at its discretion, undertake a scale back of applications for New Shares to the extent and in the manner it sees fit (including as may be required to ensure that the Company's Shareholding Limit is not breached).

7.2 If there is a scale back, you may receive less than the parcel of New Shares for which you have applied and your excess application money will be refunded to you in accordance with clause 3.6.

8. Acknowledgements and warranties

8.1 By making a payment via BPAY, you:

- (a) are deemed to have accepted the Offer and you irrevocably and unconditionally agree to the terms and conditions of the SPP and the terms and conditions of the Application Form and agree not to do any act or thing that would be contrary to the spirit, intention or purpose of the SPP;
- (b) warrant that all details and statements in your Application are true and complete and not misleading;
- (c) agree that your Application will be irrevocable and unconditional, and cannot be withdrawn;
- (d) agree to pay the Issue Price per New Share issued to you;
- (e) acknowledge that no interest will be paid on any application money held pending the issue of New Shares or subsequently refunded to you for any reason;
- (f) acknowledge that OSL and its officers and agents are not liable for any consequences of the exercise or non-exercise of its discretions referred to in these terms and conditions;
- (g) confirm that you are lawfully permitted to apply for all of the New Shares under the SPP, and in particular that the purchase of these Shares will not result in you purchasing more than \$15,000 worth of New Shares in aggregate pursuant to a share purchase plan in a continuous 12 month period (including as a result of Shares you holds directly, jointly or through a custodian or nominee arrangement) or otherwise in contravention of the ASIC Instrument CO 09/425;
- (h) confirm, for all New Shares applied for by you under the SPP, that you do not make the Application for any other person in circumstances which might involve any breach of securities laws of any jurisdiction other than Australia;
- (i) acknowledge and agree that:
 - (i) you are not in the United States and are not acting for the account or benefit of any U.S. Person;
 - (ii) the New Shares have not been, and will not be, registered under the Securities Act or the securities law of any state or other jurisdiction outside Australia or New Zealand and accordingly, the New Shares may not be offered, sold or otherwise transferred except in accordance with an available exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and any other applicable securities laws;
 - (iii) you have not, and will not, send this Offer Booklet or any materials relating to the SPP to any person in the United States;
 - (iv) if in the future you decide to sell or otherwise transfer the new Shares, you will only do so in the regular way for transactions on the ASX where neither you nor the person acting on your behalf know, or have reason to know, that the sale has been pre-arranged with, or that the purchaser is, a person in the United States; and
 - (v) if you are acting as a trustee, nominee or Custodian, each beneficial holder on whose behalf you are participating is a resident in Australia or New Zealand, and you have not sent this Offer Booklet or any materials relating to the SPP to any person outside Australia and New Zealand;
- (j) if you are applying on your own behalf (and not as a Custodian), acknowledge and agree that:

- (i) you are not applying for New Shares with an application price of more than \$15,000 under the SPP (including by instructing a Custodian to acquire New Shares on your behalf under the SPP);
- (ii) the total of the application price for the following does not exceed \$15,000:
 - (A) the New Shares the subject of the Application;
 - (B) any other Shares you have applied for or have been issued to you under the SPP or any similar arrangement in the 12 months before the Application;
 - (C) any other New Shares which you have instructed a Custodian to acquire on your behalf under the SPP; and
 - (D) any other Shares issued to a Custodian under an arrangement similar to the SPP in the 12 months before the Application as a result of an instruction given by you to the Custodian or another Custodian to apply for Shares on your behalf, and which resulted in you holding beneficial interests in those Shares;
- (k) if you are a Custodian and are applying on behalf of an Eligible Beneficiary on whose behalf you hold Shares, acknowledge and agree that:
 - (i) you are a Custodian (as that term is defined in the ASIC Instrument CO 09/425);
 - (ii) you held Shares on behalf of the Eligible Beneficiary as at the Record Date who has instructed you to apply for New Shares on their behalf under the SPP and that the Eligible Beneficiary has been given a copy of this Offer Booklet;
 - (iii) you are not applying for New Shares on behalf of any Eligible Beneficiary with an application price of more than \$15,000 under the SPP in accordance with the ASIC Instrument CO 09/425; and
 - (iv) the information in the Custodian Certificate submitted with your Application Form is true, correct and not misleading;
- (l) accept the risk associated with any refund that may be despatched to you by direct credit to your address shown on the Register;
- (m) agree to be bound by the constitution of OSL (as in force from time to time);
- (n) acknowledge that none of OSL its officers, employees, advisers or agents, has provided you with any financial product or investment advice or taxation advice in relation to the SPP, or has any obligation to provide such advice;
- (o) authorise OSL and its officers and agents to do anything on your behalf necessary for New Shares to be issued to you in accordance with these terms and conditions;
- (p) without limiting clause 8.1(o), authorise OSL and its officers and agents to correct minor or easily rectified errors in, or omissions from, your Application Form and to complete the Application Form by the insertion of any missing minor detail. However, OSL has no obligation to correct or amend defective Application Forms; and
- (q) acknowledge that OSL may at any time determine that your Application is valid, in accordance with the terms and conditions of the SPP, even if the Application Form is incomplete, contains errors or is otherwise defective.

9. Cost to participants

- 9.1 Subject to rule 9.2, no brokerage, commission or other transaction costs will be payable by an Eligible Shareholder in respect of New Shares issued to it under the SPP.
- 9.2 In the event of a change in legislation so that at the date of any issue or allotment of New Shares under the SPP, stamp duty or any other tax or duty is payable on those New Shares, the amount of that stamp duty or other tax or duty must be:
- (a) paid by the Eligible Shareholder to whom the New Shares are issued; and
 - (b) in respect of each of those New Shares, included in the calculation of the Issue Price.

10. Board's powers

- 10.1 The SPP will be administered by the Board which has the power to:
- (a) decide appropriate procedures for the administration and implementation of the SPP, consistent with these terms and conditions, and to settle any difficulty which may arise generally or in a particular case, in regard to the SPP, as the Board thinks appropriate and its decision is final and binding on all Shareholders and other persons to whom the decision relates;
 - (b) resolve conclusively all questions of fact or interpretation in connection with the SPP; and
 - (c) delegate to any one or more persons for a period and on the conditions it decides, its powers or discretions under the SPP, other than the powers described in clause 10.4 .
- 10.2 OSL and its officers and employees will not be held responsible or liable for any error or omission which occurs in the administration of the SPP.
- 10.3 The Board may vary administrative procedures to be followed in the implementation of the SPP. The procedures may be varied at any time by the Board having regard to ASX or ASIC requirements.
- 10.4 The Board may:
- (a) at any time modify, vary or amend the SPP and these terms and conditions;
 - (b) waive strict compliance with any provision of these terms and conditions;
 - (c) vary the timetable for the SPP, including the Closing Date;
 - (d) suspend the operation of the SPP from time to time for any period; or
 - (e) terminate the SPP at any time without any need for giving advance notice to Shareholders.
- 10.5 If the SPP is withdrawn or terminated, all application money will be refunded. No interest will be paid on any money returned to you.
- 10.6 The powers of OSL under these terms and conditions may be exercised by the Board or its delegate.

11. Taxation

- 11.1 None of OSL, its officers, employees, advisers or agents makes any representations or warranties about, and accepts no responsibility for, the liability of Eligible Shareholders to pay income tax in respect of any issue of New Shares, payment or other transaction under the SPP.

12. Excluded Applications

- 12.1 A shareholder who alone or with its associates would obtain an interest in more than 20% of the issued voting shares of the Company may be ineligible to accept (part or all of) an offer under the Plan. The Company reserves the right to refuse an application if the applicant (alone or with its associates) would obtain an interest in more than 20% of the issued voting shares of the Company.
- 12.2 In the event that an application is adjusted, the Company will refund to the applicant by cheque without interest the between the application monies received by the Company and application monies payable for the number of shares actually issued to the applicant.

13. Shareholder Approval Not Required

- 13.1 The Company is not required to seek the approval of Shareholders in relation to the offer of New Shares under the Plan. ASX Listing Rule 7.1 prohibits a company from issuing or agreeing to issue equity securities which amounts to more than 15% of its ordinary securities in a rolling 12 month period without the prior approval of its shareholders or otherwise as permitted by the ASX Listing Rules. An exception to this 15% limit is a share purchase plan under ASX Listing Rule 7.2 Exception 15. The offer of New Shares under this Plan meets the criteria set out in Exception 15.

14. Amendment to the Plan

- 14.1 The Board may, in its absolute discretion, amend, suspend or terminate the Plan at any time (including, without limitation, by extending the Closing Date). The Company will notify ASX of any amendment, suspension or termination of the Plan, but failure to do so will not invalidate the amendment, suspension or termination.
- 14.2 The Company may issue to any person fewer shares than subscribed for under the Plan (or none at all) if the Company believes that the issue of those shares would contravene any law or the ASX Listing Rules or the Corporations Act 2001 (Cth) (the Corporations Act).

15. Dispute resolution

- 15.1 OSL may settle in any manner it thinks fit, any difficulties, anomalies or disputes which may arise in connection with or by reason of the operation of the SPP, whether generally or in relation to any participant under the SPP or Application, and the decision of OSL will be conclusive and binding on all participants and other persons to whom the determination relates.

16. Privacy policy

- 16.1 Chapter 2C of the Corporations Act requires information about you as security holder (including your name, address and details of the securities you hold) to be included in the public register of the entity in which you hold securities. This information must continue to be included in the public register if you cease to be a security holder.
- 16.2 The Company and the Registry may collect personal information to process your Application, implement the SPP and administer your Shareholding. The personal information contained in the Register is also used to facilitate payments and corporate communications (including financial results, annual reports and other information to be communicated to Shareholders) and to ensure compliance with legal and regulatory requirements, including Australian taxation laws and the Corporations Act.

- 16.3 Your personal information may be disclosed to joint investors, the Registry, to securities brokers, to third party service providers, including print and mail service providers, technology providers and professional advisers, to related entities of OSL and its agents and contractors, and to ASX and other regulatory authorities, and in any case, where disclosure is required or allowed by law (which may include disclosures to the Australian Taxation Office and other government or regulatory bodies or where you have consented to the disclosure). In some cases, the types of organisations referred to above to whom your personal information may be disclosed may be located overseas.
- 16.4 OSL's privacy policy is available at: <http://www.oncosil.com.au/investor-centre/corporate-governance>
- 16.5 The Registry's privacy policy is available on its website at:
<http://www.boardroomlimited.com.au/privacy.html>

17. Governing law

- 17.1 These terms and conditions are governed by the law in force in New South Wales. Any dispute arising out of, or in connection with, these terms and conditions, or the Offer, will be determined by the courts of New South Wales. By accepting the Offer, you agree to submit to the non-exclusive jurisdiction of the courts in New South Wales.

Risk Factors

This section identifies some of the major risks associated with an investment in the Company. Intending Applicants before any decision is made to subscribe for shares should read the Company's prior continuous disclosure announcement to the ASX market in order to fully appreciate the risks particular to an investment in a biotechnology company such as OncoSil Medical Limited and in particular the risks faced by the Company in the continued development and proposed commercialisation of its intellectual property rights.

18. Speculative nature of investment

Any potential investor should be aware that subscribing for New Shares involves various risks. The New Shares to be issued carry no guarantee with respect to the payment of dividends, returns of capital or the market value of those shares. The Company's business is in the continued development of its intellectual property rights. An investment in OSL should therefore be considered very speculative.

19. Business risks associated with the Company

19.1 Sufficiency of funding

The Company has limited financial resources and will need to raise additional funds from time to time to finance the continued development and commercialisation of its technology / products and its other longer-term objectives. The Company's technology / product development activities may never generate revenues and the Company may never achieve profitability. The Company's ability to raise additional funds will be subject to, among other things, factors beyond the control of the Company and its Directors, including cyclical factors affecting the economy and share markets generally. The Directors can give no assurance that future funds can be raised by the Company on favourable terms, if at all. If for any reason the Company was unable to raise future its ability to achieve the milestones under this Prospectus or continue future development / commercialisation of its technology would be significantly affected.

19.2 Regulatory risk

The Company and the development / commercialisation of its proposed products/technologies are subject to extensive laws and regulations including but not limited to the regulation of human therapeutic products. Additionally, human clinical trials are very expensive and difficult to design and implement, in part because they are subject to rigorous regulatory requirements. A risk exists that the Company's technology may not satisfy regulatory requirements and ultimately not gain approval, or that the approval process may take much longer than expected. As a result the Company may fail to commercialise or out-license any products. If the Company fails to remain compliant with these various regulatory requirements, there is a risk that the Company's financial performance could be adversely affected.

19.3 Research and Development

The Company's future success is dependent on the performance of the Company's in clinical trials and whether it proves to be a safe and effective treatment. The Company's lead product is an experimental product in clinical development and product commercialisation resulting in potential product sales and revenues is likely to be years away, and there is no guarantee that it will be successful. It requires additional research and development, including ongoing clinical evaluation of safety and efficacy in clinical trials and regulatory approval prior to marketing authorisation. Medical device development generally is often associated with a high failure rate and until the Company is able to provide further clinical evidence of the ability of the Company's product to improve outcomes in patients, the future success of the product in development remains speculative. Research and development risks include uncertainty of the outcome of results, difficulties or delays in development and the uncertainty around that surrounds scientific development of novel medical devices generally.

19.4 Manufacturing

Scale-up of the Company's manufacture to support clinical studies is underway but not complete. As such, there is a risk that scale-up may present technical difficulties. Technical difficulties could include the inability to produce medical devices that meet regulatory specifications for human administration or the production from manufacturing batches may be insufficient to conduct the clinical studies as currently planned. Any unforeseen difficulty relating to manufacturing may negatively impact the Company's ability to generate profit in future.

19.5 Innovative and clinical stage technological development

The Company's technology is at a clinical stage of development and further development is necessary. If the Company's proposed products are shown to be toxic, unsafe for human application or ineffective for therapeutic purposes or the cost of commercial scale manufacture becomes too expensive, the value of the Company's technology and resulting value of its Shares may be materially harmed.

19.6 Commercial risk

The Company may, from time to time, consider acquisition, licensing, partnership or other corporate opportunities for the Company's product development programs. There can be no assurance that any such acquisition, licensing, partnership or corporate opportunities can be concluded on terms that are, or are believed by the Company to be, commercially acceptable. In the case of licensing and partnership opportunities, even if such terms are agreed there is a risk that the performance of distributors and the delivery of contracted outcomes by collaborators will not occur due to a range of unforeseen factors relating to environment, technology and market conditions.

Future success will also depend on the Company's ability to achieve market acceptance and attract and retain customers, which includes convincing potential consumers and partners of the efficacy of the Company's products and the Company's ability to manufacture a sufficient quantity and quality of products at a satisfactory price.

19.7 Competition

The biotech industry is highly competitive and includes companies with significantly greater financial, technical, human, research and development, and marketing resources than the Company. There are companies that compete with the Company's efforts to discover, validate and commercialise its technology / product. The Company's competitors may discover and develop products and technologies in advance of the Company and/or products that are more effective than those developed by the Company. As a consequence, the Company's current and future technologies and products may become obsolete or uncompetitive, resulting in the value of the Company's technology and resulting value of its Shares being materially harmed.

19.8 Intellectual property

Securing rights in technology and patents is an integral part of securing potential product value in the outcomes of biotechnology research and development. Competition in retaining and sustaining protection of technology and the complex nature of technologies can lead to patent disputes. The Company's success depends, in part, on its ability to obtain patents, maintain trade secret protection and operate without infringing the proprietary rights of third parties.

Because the patent position of biotechnology companies can be highly uncertain and frequently involves complex legal and factual questions, neither the breadth of claims allowed in biotechnology patents nor their enforceability can be predicted. There can be no assurance that any patents which OSL may own, access or control will afford OSL commercially significant protection of its technology or its products or have commercial application, or that access to these patents will mean that OSL will be free to commercialise its product candidates. The Company originally in-licensed its technology from the UK company pSiMedica Limited and has ongoing obligations to pSiMedica Limited.

The granting of a patent does not guarantee that the rights of others are not infringed or that competitors will not develop technology or products to avoid the Company's patented technology. The Company's current patenting strategies do not cover all countries which may lead to generic competition arising in those markets.

19.9 Infringement of third party IP

If a third party accuses the Company of infringing its IP rights or if a third party commences litigation against the Company for the infringement of patent or other IP rights, the Company may incur significant costs in defending such action, whether or not it ultimately prevails. Costs that the Company incurs in defending third party infringement actions would also include diversion of management's and technical personnel's time. In addition, parties making claims against the Company may be able to obtain injunctive or other equitable relief that could prevent the Company from further developing discoveries or commercialising its products / technology. In the event of a successful claim of infringement against the Company, it may be required to pay damages and obtain one or more licenses from the prevailing third party. If it is not able to obtain these licenses at a reasonable cost, if at all, it could encounter delays in product introductions and loss of substantial resources while it attempts to develop alternative products / technology. Defence of any lawsuit or failure to obtain any of these licenses could prevent the Company or its partners from commercialising available products / technology and could cause it to incur substantial expenditure

19.10 Product liability

As with all new products, even after the granting of regulatory approval, there is no assurance that unforeseen adverse events or defects will not arise. Adverse events could expose the Company to product liability claims or litigation, resulting in the removal of the regulatory approval for the relevant products and/or monetary damages being awarded against the Company. In such event, the Company's liability may exceed the Company's insurance coverage.

19.11 Reliance on key personnel

The Company currently employs a number of key management and scientific personnel, and the Company's future depends on retaining and attracting suitably qualified personnel. The Company has included in its employment with key personnel provisions aimed at providing incentives and assisting in the recruitment and retention of such personnel. It has also, as far as legally possible, established contractual mechanisms through employment and consultancy contracts to limit the ability of key personnel to join a competitor or compete directly with the Company. Despite these measures, however, there is no guarantee that the Company will be able to attract and retain suitably qualified personnel, and a failure to do so could materially and adversely affect the value of the Company's technology and resulting value of its Shares may be materially harmed.

19.12 Dependence on service providers

The Company intends to operate a significant amount of its key activities through a series of contractual relationships with licensees, independent contractors and suppliers. All of the Company's contracts carry a risk that the third parties do not adequately or fully comply with its or their respective contractual rights and obligations. Such failure can lead to termination and/or significant damage to the Company's product development efforts.

19.13 Stock Market Volatility

The price of Shares may rise or fall depending upon a range of factors beyond the Company's control and which are unrelated to the Company's operational performance. Investors who decide to sell their Shares after the Company's listing may not receive the entire amount of their original investment. The price of Shares listed on ASX may also be affected by a range of factors including the Company's financial performance and by changes in the business environment.

The Shares carry no guarantee in respect of profitability, dividends, return on capital, or the price at which they may trade on the ASX.

There are a number of national and international market factors that may affect the Share price including movements on international stock markets, economic conditions and general economic outlook, interest rates and exchange rates, inflation rates, commodity supply and demand, government taxation and royalties, legislation, monetary and other policy changes and general investors' perceptions. Neither the Company nor its Directors have control over these factors.

Glossary

The following definitions apply throughout this Offer Booklet unless the context requires otherwise.

AEDT means Australian Eastern Daylight Time.

Application means an application for New Shares under the SPP.

Application Form means your personalised application form enclosed with this Offer Booklet.

ASIC means the Australian Securities and Investments Commission.

ASIC Instrument CO 09/425 means the ASIC instrument [CO 09/425].

ASX means ASX Limited (ACN 008 624 691) or the securities exchange operated by it (as the case requires).

Board or **OSL Board** means the board of directors of OSL as constituted from time to time.

Closing Date means 5.00pm (AEDT) on 13 April 2018 (or such other date as OSL determines, in its absolute discretion).

Corporations Act means the *Corporations Act 2001* (Cth).

Custodian has the definition given to that term in paragraph 14 of the ASIC Instrument CO 09/425.

Custodian Certificate means a notice in writing provided by a participating Shareholder certifying to OSL compliance with the matters required by paragraph 9 of the ASIC Instrument CO 09/425.

Eligible Beneficiary means a person on whose behalf a Custodian is holding Shares on the Record Date with a registered address in either Australia or New Zealand, provided that such person is not in the United States.

Eligible Shareholder means a Shareholder who is a registered holder of Shares on the Record Date with a registered address in either Australia or New Zealand, provided that such Shareholder is not in the United States or acting for the account or benefit of person in the United States.

Issue Date means 20 April 2018 (or such other date as OSL determines, in its absolute discretion).

Issue Price means \$0.12 per New Share.

Listing Rules means the listing rules of the ASX and any other rules of ASX which are applicable to OSL, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

OSL or **Company** means OncoSil Medical Limited ACN 113 824 141.

New Shares means fully paid ordinary shares in OSL issued under the SPP.

Offer means the offer in clause 1.1 of the terms and conditions of the SPP.

Offer Period means the period commencing on the Opening Date and ending on the Closing Date.

Opening Date means 28 March 2018.

Placement means the placement of fully paid ordinary shares by OSL to sophisticated and professional investors, raising approximately \$12.7 million, announced on 21 March 2018.

Record Date means 7.00pm (AEDT) on 20 March 2018.

Register means the register of Shareholders.

Registry means Boardroom Pty Limited.

Securities Act means the US Securities Act of 1933 (as amended).

Share or **OSL Share** means a fully paid ordinary share in OSL.

Shareholder means a register holder of Shares.

SPP means the Offer made to Eligible Shareholders under this Offer Booklet.

Record Date: 7.00pm (AEST) 20 March 2018

Closing Date: 5.00pm (AEST) 13 April 2018

SPP Issue Price per New Share: \$0.12

This is an important document which requires your immediate attention. If you are in doubt as to how to deal with this document please contact your professional advisers. Terms not defined in this Application Form have the meaning given in the SPP Booklet accompanying this Application Form

A Offer Details

Eligible Shareholders are entitled to apply to purchase a parcel of New Shares under the SPP in increments of \$1,000 with a minimum application amount of \$1,000 and a maximum application amount of \$15,000.

Before applying for New Shares you should read the SPP Booklet accompanying this Application Form and the 'Applicant's Certification and Acknowledgments' on the back of this Application Form carefully.

This SPP is non-renounceable meaning that you cannot transfer your right to purchase New Shares to another person. Applications can only be accepted in the name printed on the Application Form.

If you are a Custodian, you must complete and return this Application Form together with the Custodian Certificate referred to in Section F of this Application Form.

If you do not wish to subscribe for New Shares under the SPP, there is no need to take any action.

B Offer Choice

Indicate the parcel of New Shares you wish to apply for by marking one box only below.

<input type="checkbox"/> Offer A A\$1,000	<input type="checkbox"/> Offer B A\$2,000	<input type="checkbox"/> Offer C A\$3,000	<input type="checkbox"/> Offer D A\$4,000	<input type="checkbox"/> Offer E A\$5,000
<input type="checkbox"/> Offer F A\$6,000	<input type="checkbox"/> Offer G A\$7,000	<input type="checkbox"/> Offer H A\$8,000	<input type="checkbox"/> Offer I A\$9,000	<input type="checkbox"/> Offer J A\$10,000
<input type="checkbox"/> Offer K A\$11,000	<input type="checkbox"/> Offer L A\$12,000	<input type="checkbox"/> Offer M A\$13,000	<input type="checkbox"/> Offer N A\$14,000	<input type="checkbox"/> Offer O A\$15,000

C Payment Details

Payment may only be made by BPAY or cheque, bank draft or money order and in Australian dollars. Cash will not be accepted and payments cannot be made at any bank. Custodians cannot make payment by BPAY.

Payment Option 1 - BPAY



Billers Code:

Ref:

Telephone and Internet Banking - BPAY®

Contact your bank, credit union or building society to make this payment from your cheque or savings account.

- To pay via BPAY please contact your participating financial institution.
- If paying by BPAY you do not need to return this Application Form.
- Please ensure you pay the correct amount. If your BPAY payment is:
 - an amount less than A\$1,000, OncoSil may at its discretion reject your application for New Shares and refund your application money in full (without interest); or
 - an amount greater than A\$1,000 that is not equal to one of the designated amounts, OncoSil may, at its discretion:
 - reject your application for New Shares and refund your application money in full (without interest); or
 - treat your application as if you had applied for the next lowest parcel of New Shares and refund the excess application money to you (without interest).

Payment Option 2 - Cheque, bank draft or money order

Record your cheque details below:

Drawer	Cheque No.	BSB No.	Account No.	Amount A\$

- If paying by cheque, bank draft or money order you must complete this Application Form and submit it together with your cheque, bank draft or money order.
- Only cheques, bank drafts or money orders in Australian dollars and drawn on a bank or financial institution in Australia will be accepted.
- Your cheque, bank draft or money order must be made payable to "OncoSil Medical Limited and crossed '**Not Negotiable**'.
- Please ensure that you submit the correct amount. If your cheque, bank draft or money order is for:
 - an amount less than A\$1,000, OncoSil may at its discretion reject your application for New Shares and refund your application money in full (without interest); or
 - an amount greater than A\$1,000 that is not equal to one of the designated amounts, OncoSil may, at its discretion:
 - reject your application for New Shares and refund your application money in full (without interest); or
 - treat your application as if you had applied for the next lowest parcel of New Shares and refund the excess application money to you (without interest).
- Make sure you send your completed Application Form and payment allowing enough time for mail delivery so the Registry, Boardroom Pty Limited, receives them no later than 5.00pm (AEST) on 13 April 2018.
- If paying by cheque, please ensure sufficient cleared funds are held in your account as your cheque will be banked as soon as it is received.
- OncoSil reserves the right not to process any Application Forms that are incomplete or payment is received after the Closing Date.

D Contact Details

Please provide a telephone number and contact name in case we need to contact you regarding your application.

Home telephone No.	Work telephone No.	Contact name

E Applicant's Certification and Acknowledgements

By completing and returning this Application Form with your cheque, bank draft or money order to the Registry or making a BPAY payment, you:

- represent and warrant that you have read and understood the SPP Booklet (including the SPP Terms and Conditions) and that you acknowledge the matters, and make the representations, warranties and certifications, in the SPP Terms and Conditions, including as to your eligibility to participate in the SPP; and
- provide authorisation to be registered as the holder of the New Shares acquired by you and agree to be bound by the constitution of OncoSil Medical Limited.

NO SIGNATURE IS REQUIRED ON THIS FORM

THIS OFFER IS NON-RENOUNCEABLE

BPAY payments or Application Forms and accompanying cheques, bank drafts or money orders must be received no later than 5pm (AEST) on 13 April 2018 at:

MAILING ADDRESS
Boardroom Pty Limited
GPO Box 3993
SYDNEY NSW 2001

HAND DELIVERY ADDRESS
Boardroom Pty Limited
Level 12
225 George Street
SYDNEY NSW 2000

F Information for Custodians

If you are a Custodian, as defined in ASIC Class Order CO 09/425, you must complete this Application Form and a Custodian Certificate (which must be requested from the Registry) and submit both documents together with your cheque, bank draft or money order. Custodians cannot make payment by BPAY. Please contact the Registry, Boardroom Pty Limited, on 1800 182 257 within Australia and +61 2 9290 9689 outside Australia to obtain a copy of the Custodian Certificate. Applications received from Custodians that are not accompanied by the Custodian Certificate will be rejected.