



ACN 010 126 708

ASX Release
30 May 2018

Lodgement of Federal Court orders with ASIC and suspension of trading in RHS shares

Adelaide, 30 May 2018: RHS Limited (ASX: RHS) (“RHS” or “the Company”) announces that it has lodged the Federal Court orders approving the scheme of arrangement under which PerkinElmer Holdings Pty Ltd, being a wholly owned subsidiary of PerkinElmer, Inc., will acquire all of the issued shares in RHS (**Scheme**) with the Australian Securities and Investments Commission. A copy of the Court’s orders are attached to this announcement.

The Scheme therefore became effective today under the *Corporations Act 2001* (Cth).

RHS also advises that it has requested that ASX suspend RHS’s shares from quotation effective from close of trade today, 30 May 2018.

The record date for determining entitlements under the Scheme has been determined to be 6.30pm (Adelaide time) on Wednesday, 6 June 2018 and implementation of the Scheme is scheduled to occur on Thursday, 14 June 2018.

Further announcements regarding the progress of the Scheme will be made in due course.

For further information please contact:

Dr Michelle Fraser
CEO and Managing Director
Tel: (+61 8) 8152 9348
michelle.fraser@rhsc.com.au

Dr David Brookes
Chairman
Tel: (+61 8) 8152 9383
david.brookes@rhsc.com.au

About RHS

RHS is a developer of advanced single cell genomic technologies focussed on improving health and research outcomes, based on deep technical experience in the field. DOPlify® is a platform product for whole genome amplification (WGA) of single or small numbers of cells. DOPlify® is applicable to the global Next Generation Sequencing (NGS) market. PG-Seq™, RHS’ NGS workflow and EmbryoCollect®, RHS’ microarray workflow, both incorporate DOPlify® and have been specifically designed for the genetic screening of IVF embryos.

RHS Ltd.
ACN 010 126 708
ASX: RHS

Issued Capital
89.9 million shares
7.4 million options

Registered Office
Level One, TechInSA
Incubator,
40-46 West Thebarton Road,
Thebarton, SA 5031

Tel: +61 8 8152 9380
WEB www.rhsc.com.au

Directors
Dr David Brookes (Chairman)
Sue MacLeman
Johnathon Matthews
Dr Michelle Fraser (CEO)

**Finance Officer
& Company Secretary**
Raymond Ridge



Federal Court of Australia
District Registry: South Australia
Division: General

No: SAD76/2018

RHS LIMITED ACN 010 126 708
Plaintiff

ORDER

JUDGE: JUSTICE WHITE


DATE OF ORDER: 29 May 2018

WHERE MADE: Adelaide

THE COURT ORDERS THAT:

1. Pursuant to s 411(4)(b) of the *Corporations Act 2001* (Cth) (the Act), the scheme of arrangement between RHS Limited (ACN 010 126 708) (RHS) and the holders of fully paid ordinary shares of RHS, in the form annexed hereto and marked "A", be approved.
2. Pursuant to s 411(12) of the Act, RHS be exempted from compliance with s 411(11) of the Act in respect of the scheme of arrangement referred to in Order 1.
3. These Orders to be entered forthwith.

Date that entry is stamped: 29 May 2018


Registrar



ANNEXURE A

RHS LIMITED

**Each person registered as a holder of Target Shares as at the
Record Date**

SCHEME OF ARRANGEMENT

JOHNSON WINTER & SLATTERY LAWYERS

Level 9, 211 Victoria Square
ADELAIDE SA 5000
T +61 8 8239 7111 | F +61 8 8239 7100
www.jws.com.au
SYDNEY | PERTH | MELBOURNE | BRISBANE | ADELAIDE
Liability limited by a scheme approved under Professional Standards Legislation



SCHEME OF ARRANGEMENT

Pursuant to section 411 of the *Corporations Act 2001* (Cth)

Date 29 May 2018

Parties

- 1 **RHS Limited** (ACN 010 126 708) of c/- BioSA Incubator, 40-46 West Thebarton Road, Thebarton SA 5031 (**Target**)
- 2 **Each person registered as a holder of Target Shares as at the Record Date.**

1 Definitions and interpretation

1.1 Definitions

In this Scheme:

ASIC means the Australian Securities and Investment Commission.

ASX means ASX Limited ABN 98 008 624 691 or, as the context requires, the financial market known as the Australian Securities Exchange operated by it.

ASX Listing Rules means the official listing rules of the ASX.

Bidder means PerkinElmer Inc. of 940 Winter Street, Waltham, MA 02451, USA.

Bidder's Nominee has the meaning given in clause 2(c).

Business Day has the meaning given in the ASX Listing Rules.

CHESS means the Clearing House Electronic Subregister System for electronic transfers of securities operated by ASX Settlement Pty Limited ABN 49 008 504 532.

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

Court means the Federal Court of Australia or such other court of competent jurisdiction under the Corporations Act as agreed by the parties.

Deed Poll means the deed poll dated 10 April 2018 under which Bidder and Bidder's Nominee covenant in favour of the Scheme Shareholders to perform their obligations under this Scheme.

Effective means the coming into effect, pursuant to section 411(10) of the Corporations Act, of the orders of the Court made under section 411(4)(b) in relation to the Scheme.

Effective Date means the date upon which Scheme becomes Effective.

End Date means 31 July 2018 or such date Target and Bidder may agree in writing.

Implementation Date means the fifth Business Day following the Record Date or such other date agreed by the parties in writing, or ordered by the Court or as may be required by ASX.

Record Date means 6.30pm (Adelaide time) on the fifth Business Day following the Effective Date.

Registered Address means in relation to a Scheme Shareholder, their address as shown in the Target Register as at the Record Date.



Related Body Corporate has the meaning given in the Corporations Act.

Scheme means this scheme of arrangement under Part 5.1 of the Corporations Act between Target and Scheme Shareholders, subject to any alterations or conditions (whether proposed by a party or required by the Court) which are agreed in writing by Target and Bidder.

Scheme Booklet means the explanatory statement to be approved by the Court and despatched by Target to holders of Target Shares, and which includes, amongst other things, this Scheme and an explanatory statement under section 412 of the Corporations Act.

Scheme Consideration means the consideration to be provided by Bidder to Scheme Shareholders in consideration for the transfer of the Scheme Shares held by Scheme Shareholders to Bidder being \$0.28 in respect of each Scheme Share.

Scheme Implementation Agreement means the scheme implementation agreement dated 24 February 2018 between Target and Bidder, as amended, substituted or replaced from time to time.

Scheme Share means a Target Share on issue as at the Record Date.

Scheme Shareholder means a person who is registered in the Target Register as the holder of Target Shares at the Record Date.

Scheme Transfer means, in relation to each Scheme Shareholder, a proper instrument of transfer of their Scheme Shares for the purpose of section 1071B of the Corporations Act, which may be a master transfer of all or part of all of the Scheme Shares.

Second Court Date means the first day on which the application made to the Court for an order pursuant to section 411(4)(b) of the Corporations Act approving the Scheme is, or is to be, heard or, if the application is adjourned for any reason, the first day on which the adjourned application is heard, or is to be heard.

Target Options means an option to acquire a Target Share, being an option described in clause 9.1(n)(ii) of the Scheme Implementation Agreement.

Target Register means the register of members of Target.

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

1.2 Interpretation

In this Scheme, unless a contrary intention appears:

- (a) words or expressions importing the singular include the plural and vice versa;
- (b) words or expressions importing a gender include any gender;
- (c) words or expressions denoting individuals include corporations, firms, unincorporated bodies, government authorities and instrumentalities;
- (d) a reference to a party to a document includes that party's successors and permitted assigns;
- (e) where a word or expression is defined or given meaning, another grammatical form of that word or expression has a corresponding meaning;
- (f) any heading, index, table of contents or marginal note is for convenience only and does not affect the interpretation of this Scheme;



- (g) a provision of this Scheme shall not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Scheme or that provision;
- (h) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this Scheme;
- (i) any recital, schedule or annexure forms part of this document and has effect as if set out in full in the body of this document;
- (j) a reference to legislation or a provision of legislation includes:
 - (i) all regulations, orders or instruments issued under the legislation or provision; and
 - (ii) any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision;
- (k) references to "include", "including" or any variation thereof are to be construed without limitation;
- (l) a reference to "\$" or "dollar" is a reference to Australian currency;
- (m) where the day on which any act, matter or thing is to be done is a day other than a Business Day, such act, matter or thing will be done on the next Business Day; and
- (n) a reference to time is to that time in Adelaide, Australia.

2 Preliminary

- (a) Target is a public company limited by shares, incorporated in Australia and registered in Queensland. Target is admitted to the official list of the ASX and Target Shares are officially quoted on the ASX.
- (b) As at the date of the Scheme Booklet, Target had the following securities on issue:
 - (i) 89,920,483 Target Shares; and
 - (ii) 7,400,000 Target Options.
- (c) Bidder is a company incorporated in the United States. Pursuant to clause 3.4 of the Scheme Implementation Agreement, Bidder may nominate a wholly-owned subsidiary of Bidder (**Bidder's Nominee**) to pay the Scheme Consideration and to which the Scheme Shares are to be transferred in accordance with this Scheme.
- (d) Target and Bidder have agreed, by entering into the Scheme Implementation Agreement, to implement this Scheme. In particular, Target and Bidder have agreed that each of them will perform their respective obligations under the Scheme which relate to each of them respectively and have agreed to take certain steps to give effect to the Scheme (and if Bidder nominates a Bidder's Nominee, then Bidder guarantees the performance by Bidder's Nominee of all its obligations).
- (e) If this Scheme becomes Effective, each of the following will occur:
 - (i) all of the Scheme Shares will be transferred to Bidder (or if applicable, Bidder's Nominee) and Target will become a wholly-owned subsidiary of Bidder (or if applicable, Bidder's Nominee);



- (ii) in consideration of the transfer of the Scheme Shares to Bidder (or if applicable, Bidder's Nominee), Bidder will pay, or will procure the payment of, the Scheme Consideration to the Scheme Shareholders in accordance with this Scheme; and
 - (iii) Target will enter Bidder's name (or if applicable, Bidder's Nominee's name) in the Target Register as the holder of all Scheme Shares.
- (f) Bidder has agreed by executing the Deed Poll to pay or procure the payment of the Scheme Consideration to Scheme Shareholders in accordance with this Scheme and take the other actions attributed to it under this Scheme.

3 Conditions Precedent

3.1 Conditions Precedent

This Scheme is conditional upon and will have no force or effect until each of the following conditions precedent is satisfied:

- (a) all of the conditions precedent set out in clause 2.1 of the Scheme Implementation Agreement have been satisfied or waived in accordance with the terms of the Scheme Implementation Agreement;
- (b) neither the Scheme Implementation Agreement nor the Deed Poll has been terminated in accordance with its terms before 8.00am on the Second Court Date; and
- (c) such other conditions as may be imposed by the Court under section 411(6) of the Corporations Act in relation to the Scheme and agreed to by Target and Bidder (acting reasonably), having been satisfied.

3.2 Certificate

On the Second Court Date, Target and Bidder will each provide the Court with a certificate, or such other evidence as the Court requests, confirming (in respect of matters within its own knowledge) whether or not as at 8:00am on the Second Court Date all of the conditions precedent set out in clause 2.1 of the Scheme Implementation Agreement (other than the condition precedent in clause 2.1(c) of the Scheme Implementation Agreement) have been satisfied or waived in accordance with the terms of the Scheme Implementation Agreement. Where the certificates disclose that any of those conditions precedent have been satisfied or waived in accordance with the terms of the Scheme Implementation Agreement, they will constitute conclusive evidence of the satisfaction or waiver of the condition (as the case may be).

3.3 Lapse of Scheme

Unless Bidder and Target agree otherwise, the Scheme will lapse and be of no further force or effect if the Scheme Implementation Agreement is terminated in accordance with its terms before 8:00am on the Second Court Date, or if the Effective Date does not occur by the End Date, in which event Target, Bidder (and if applicable, Bidder's Nominee) are each released from:

- (a) any further obligation to take steps to implement this Scheme; and
- (b) any liability with respect to this Scheme.



4 Implementation of the Scheme

4.1 Lodgment of Court Orders

- (a) By no later than 4.00pm on the first Business Day following the date on which the Court makes orders approving the Scheme under section 411(4)(b) of the Corporations Act (and if applicable section 411(6) of the Corporations Act), Target must lodge with ASIC an office copy of the Court order approving this Scheme in accordance with section 411(10) of the Corporations Act.
- (b) Subject to clause 3.3, this Scheme will become Effective on and from the Effective Date.

4.2 Transfer of Scheme Shares

Subject to this Scheme becoming Effective in accordance with clause 4.1, the following actions will occur (in the order set out below) on the Implementation Date:

- (a) in consideration for the transfer of the Scheme Shares to Bidder (or Bidder's Nominee) under this Scheme, Bidder (or Bidder's Nominee) must pay the Scheme Consideration to each Scheme Shareholder for each Scheme Share that is held by the Scheme Shareholders as at the Record Date in accordance with clause 4.3;
- (b) subject to Bidder (or Bidder's Nominee) fulfilling its obligations under clauses 4.2(a) and 4.3, all of the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares at the Implementation Date, must be transferred to Bidder (or Bidder's Nominee) without the need for any further act by any Scheme Shareholder (other than acts performed by Target or any of its directors or officers as attorney and agent for Scheme Shareholders under clause 6.6), by Target effecting a valid transfer or transfers of all the Scheme Shares to Bidder (or Bidder's Nominee) under section 1074D of the Corporations Act or, if that procedure is not available for any reason by:
 - (i) Target delivering to Bidder (or Bidder's Nominee) a duly completed and executed Scheme Transfer (on behalf of all Scheme Shareholders) to transfer all of the Scheme Shares; and
 - (ii) Bidder (or Bidder's Nominee) duly executing and delivering the Scheme Transfer to Target for registration; and
- (c) immediately after receipt of the duly executed Scheme Transfer from Bidder (or Bidder's Nominee) under clause 4.2(b)(ii), Target must enter, or must procure the entry of, the name and address of Bidder (or Bidder's Nominee) in the Target Register as the holder of the Scheme Shares.

4.3 Payment of Scheme Consideration

The obligation of Bidder to pay, or procure the payment of, the Scheme Consideration pursuant to clause 4.2(a) will be deemed to be satisfied if Bidder (or Bidder's Nominee):

- (a) by no later than the Business Day before the Implementation Date, deposit (or procure the deposit) in cleared funds into an account established by, or on behalf of, Target and in the name of Target (**Trust Account**) (details of which must be notified by Target to Bidder at least five Business Days before the Implementation Date), an amount equal to the aggregate Scheme Consideration payable to all Scheme Shareholders such amount to be held on trust by Target for the Scheme Shareholders (except that any interest on the amount will be for the benefit of



Bidder (or Bidder's Nominee)), for the purpose of Target paying the Scheme Consideration to the Scheme Shareholders; and

- (b) provide Target with written confirmation of that payment.

4.4 Despatch of Scheme Consideration

- (a) Subject to Bidder (or Bidder's Nominee) complying with its obligations under clauses 4.2(a) and 4.3, Target must on the Implementation Date, pay from the Trust Account to each Scheme Shareholder an amount equal to the Scheme Consideration due to that Scheme Shareholder in accordance with this Scheme by:
- (i) making, or procure the making, of a deposit for the relevant amount in an account with any ADI (as defined in the *Banking Act 1959* (Cth)) in Australia notified by the Scheme Shareholder to Target and recorded in the Target Register as the Record Date; or
 - (ii) if Target has not been notified by the Scheme Shareholder of an account with any ADI as set out in clause 4.4(a)(i), despatching or procuring the despatch to the Scheme Shareholder of a cheque in the name of the Scheme Shareholder for the relevant amount, by pre-paid ordinary post (or, if the Registered Address of the Scheme Shareholder is outside Australia, by pre-paid airmail post) in an envelope addressed to the Registered Address as at the Record Date. In the case of Scheme Shares held in joint names any cheque required to be paid to Scheme Shareholders must be payable to the joint holders and be forwarded to the holder whose name appears first in the Register as at the Record Date.
- (b) To the extent that, following satisfaction of Target's obligations under clause 4.4(a), there is a surplus in the amount held in the Trust Account, that surplus must be paid by Target to Bidder (or Bidder's Nominee).
- (c) Where the calculation of the Scheme Consideration to be paid to a Scheme Shareholder would result in the Scheme Shareholder becoming entitled to a fraction of a cent, that fractional entitlement will be rounded down to the nearest whole cent.
- (d) To the extent that a cheque properly despatched by or on behalf of Target pursuant to clause 4.4(a)(ii) is returned to Target (or its agents) as undelivered or the cheque is not presented by a Scheme Shareholder earlier than six months after the Implementation Date (**Unclaimed Consideration**):
- (i) Target must deal with the Unclaimed Consideration in accordance with any applicable unclaimed moneys legislation; and
 - (ii) subject to Target complying with its obligations under clause 4.4(d)(i), Target is discharged from liability to any Scheme Shareholder in respect of the Unclaimed Consideration.

5 Dealings in Target Shares

5.1 Dealings in Target Shares by Scheme Shareholders

- (a) For the purpose of establishing who is a Scheme Shareholder, dealings in Target Shares will only be recognised if:



- (i) in the case of dealings of the type to be effected using CHES, the transferee is registered in the Target Register as the holder of the relevant Target Shares by the Record Date; and
- (ii) in all other cases, registrable transfers or transmission applications in respect of those dealings are received at the place where the Target Register is kept by 5.00pm on the Record Date,

and Target will not accept for registration or recognise for any purpose any transmission application or transfer in respect of Target Shares received after such times, or received prior to such times but not in registrable form (except pursuant to clause 4.2 or any subsequent transfer by Bidder).

- (b) Target must register transfers or transmission applications of the type referred to in clause 5.1(a)(ii) by the Record Date.

5.2 Target Register

- (a) Target must, until the Scheme Consideration has been provided to Scheme Shareholders in accordance with this Scheme, maintain or procure the maintenance of Target Register in accordance with the provisions of this clause 5 and the Target Register in this form will solely determine entitlements to Scheme Consideration.
- (b) As from the Record Date (other than for Bidder after the Implementation Date), each entry current at that time in Target Register in relation to the Scheme Shares will cease to be of any effect other than as evidence of entitlement of Scheme Shareholders to the Scheme Consideration in accordance with this Scheme in respect of those Scheme Shares.

5.3 Certificates and Holding Statements

All certificates and statements of holding for Scheme Shares held by Scheme Shareholders shall, following the Record Date, cease to have any effect as documents of title in respect of such Scheme Shares.

5.4 Provision of Information

As soon as practicable after the Record Date and in any event at least three Business Days before the Implementation Date, Target must, or must procure, details of the names, Registered Addresses and holdings of Scheme Shares of each Scheme Shareholder as at the Record Date are given to Bidder (or as it directs) in such form as Bidder may reasonably require. Scheme Shareholders agree that this information may be disclosed to Bidder, Bidder's Nominee, Bidder's advisers or its other service providers to the extent necessary to effect the Scheme.

5.5 No disposals after Record Date

If the Scheme becomes Effective, each Scheme Shareholder, and any person claiming through that Scheme Shareholder, must not in any way, deal with or dispose of or purport or agree to deal with or dispose of, any Scheme Shares or any interest in them except as set out in the Scheme, after the Record Date and any attempt to do so will be void and will have no legal effect whatsoever.

5.6 Quotation of Target Shares

- (a) Target must apply for suspension of trading in Target Shares on the ASX with effect from the close of trading on ASX on the Effective Date.



- (b) At a date after the Implementation Date to be determined by Bidder, Target will apply to ASX:
 - (i) for termination of the official quotation of Target Shares on ASX; and
 - (ii) to have itself removed from the official list of ASX.

6 General provisions

6.1 Binding effect of Scheme

Each Scheme Shareholder acknowledges that this Scheme binds Target and all of the Scheme Shareholders (including those who do not attend the members' meeting of Target to approve the Scheme or do not vote at that meeting or who vote against the Scheme at the meeting) and, to the extent of any inconsistency and as permitted by law, overrides the constitution of Target.

6.2 Agreement by Scheme Shareholders

Each Scheme Shareholder irrevocably agrees to:

- (a) transfer its Scheme Shares, together with all rights and entitlements attaching to those Scheme Shares to Bidder in accordance with this Scheme; and
- (b) any variation, cancellation or modification (if any) of the rights attached to its Scheme Shares constituted by or resulting from this Scheme.

6.3 Warranties by Scheme Shareholders

Each Scheme Shareholder is deemed to have warranted to Bidder (and if applicable, Bidder's Nominee), and to have appointed and authorised Target as its attorney and agent to warrant to Bidder (and if applicable, Bidder's Nominee), as at the Implementation Date:

- (a) its Scheme Shares (including any rights and entitlements attaching to those Scheme Shares) are fully paid and free from all mortgages, charges, liens, encumbrances, security interests and other interests of third parties of any kind whether legal or otherwise, including any restrictions on transfer of any kind;
- (b) it has full power and capacity to sell and to transfer its Scheme Shares (including any rights and entitlements attaching to those Scheme Shares) to Bidder (or Bidder's Nominee) under the Scheme; and
- (c) it has no existing right to be issued any Target Shares, Target Options, or any other Target securities, other than, in the case of any Scheme Shareholder who is also the holder of Target Options, the right to receive Target Shares on the exercise of those Target Options in accordance with their terms.

Target undertakes in favour of each Scheme Shareholder that it will provide such warranty to Bidder (and if applicable, Bidder's Nominee) as agent and attorney on behalf of each Scheme Shareholder.

6.4 Pending registration of transfers

From the Effective Date, until the registration of Bidder (or if applicable, Bidder's Nominee) in the Target Register as the holder of the Scheme Shares:

- (a) Bidder (or Bidder's Nominee) will be beneficially entitled to the Scheme Shares transferred to it under this Scheme;



- (b) each Scheme Shareholder is deemed to have irrevocably appointed Bidder (or Bidder's Nominee) as attorney and agent (and directed Bidder (or Bidder's Nominee) in each capacity) to appoint any officer or agent nominated by Bidder (or Bidder's Nominee) as its sole proxy and, where appropriate, its corporate representative, to attend Target Shareholders' meetings, exercise the votes attached to the Scheme Shares registered in their name and sign any Target Shareholders' resolution (and each Scheme Shareholder acknowledges and agrees that as a result of each appointment they must not themselves attend or vote at any meetings or sign any resolution whether in person or by proxy or corporate representative);
- (c) each Scheme Shareholder must take all other action in the capacity of a registered holder of Scheme Shares as Bidder (or Bidder's Nominee) reasonably directs; and
- (d) each Scheme Shareholder acknowledges and agrees that in exercising the powers referred to in this clause 6.4, Bidder (or Bidder's Nominee) and any officer or agent nominated by Bidder under clause 6.4 may act in the best interests of Bidder (or Bidder's Nominee) as the intended registered holder of Scheme Shares.

6.5 Stamp Duty

Bidder (or if applicable, Bidder's Nominee) must pay all stamp duty (if any) and any related fines and penalties payable in connection with the transfer of the Scheme Shares under this Scheme.

6.6 Authority to Target

- (a) Each Scheme Shareholder consents to Target doing all acts and things as may be necessary or desirable to give full effect to the Scheme and the transactions contemplated by it.
- (b) Each Scheme Shareholder, without the need for any further act, irrevocably appoints Target and each of its directors and officers (jointly and severally) as its agent and attorney for the purpose of:
 - (i) executing any document or doing any other act necessary, expedient or desirable to give effect to the terms of this Scheme and the transactions contemplated by it including (without limitation) the execution and provision of the Scheme Transfer; and
 - (ii) enforcing the Deed Poll against Bidder (or if applicable, Bidder's Nominee).

Target undertakes in favour of each Scheme Shareholder that it will enforce the Deed Poll against Bidder (or if applicable, Bidder's Nominee) on behalf of and as agent and attorney for each Scheme Shareholder.

6.7 Further Assurance

- (a) Each Scheme Shareholder and Target will execute all documents and do all acts and things as may be necessary or desirable to give full effect to the Scheme and the transactions contemplated by it.
- (b) Without limiting Target's other powers under the Scheme, Target has power to do all things that it considers necessary or desirable to give effect to this Scheme and the transactions contemplated by it.



6.8 Amendments to the Scheme

If the Court proposes to approve the Scheme subject to any alterations or conditions, Target may consent on behalf of all persons concerned, by its counsel or solicitors, to those alterations or conditions to which Bidder (or if applicable, Bidder's Nominee) has provided its prior written consent, and each Scheme Shareholder agrees to any such alterations or conditions to which counsel for Target has consented.

6.9 Notices

If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to Target, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at the registered office of Target.

6.10 Governing Law

- (a) This Scheme is governed by the laws of South Australia, Australia.
- (b) Each party irrevocably and unconditionally submits, in connection with this Scheme, to the non-exclusive jurisdiction of the courts of South Australia, Australia and any courts which have jurisdiction to hear appeals from the Court and waives any right to object to any proceedings being brought in these courts.