

Share Purchase Plan

4 November 2019

Dear Shareholder,

On 28 October 2019, Genetic Signatures Limited (**Company** or **Genetic Signatures**) announced to ASX that it had undertaken an institutional placement to raise \$35 million through the issue of 35.7 million new fully paid ordinary shares in the Company (**Shares**) at an issue price of \$0.98 per Share (**Placement**)¹, representing a discount of 9.3% to the closing Share price on Wednesday, 23 October 2019 (the last day of trading in Shares on ASX before the Placement was announced).

The Board recognises that a number of the Company's loyal shareholders did not have an opportunity to participate in the Placement. Therefore, on behalf of the Board, I am pleased to invite you to participate in the Genetic Signatures Share Purchase Plan (**SPP**). The SPP provides you with the ability to apply for up to 30,000 Shares at an issue price of \$0.98 (being the same issue price as under the Placement) (**Issue Price**) without paying any brokerage costs, commissions or other transaction costs (subject to any scale-back at the Company's absolute discretion).

The amount raised under the SPP will, along with the proceeds from the Placement, primarily be used for commercial expansion in the European Union and USA, obtaining further regulatory approvals to Genetic Signatures' products, additional product development including for new instrumentation, and working capital purposes.

Issue Price

The market price of the Shares may rise or fall between the date of the offer under the SPP and the date when the new Shares are issued. At the time of issue, the Issue Price of \$0.98 per Share may be higher or lower than the price of Shares trading on the ASX.

Participation in the SPP is optional and is open to eligible Genetic Signatures shareholders (**Eligible Shareholders**) who were holders of Shares at 7.00pm (Sydney time) on Friday, 25 October 2019 (**Record Date**) with a registered address on the register in Australia or New Zealand. Certain Eligible Shareholders who are custodians holding Shares on behalf of certain beneficiaries are also invited to participate in the SPP on the terms and conditions set out in this booklet (**SPP Booklet**). The Company will not issue new Shares to an applicant if those Shares, either alone or in conjunction with the issue of Shares under other applications received by Genetic Signatures, would contravene any law or the ASX Listing Rules.

New Shares issued under the SPP will rank equally with existing Shares from the date of issue.

Target proceeds and scale-back

The targeted amount of proceeds to be raised from the SPP is \$2 million. Should total demand exceed \$2 million, Genetic Signatures reserves the right to scale-back applications in its absolute and sole discretion. In the event of a scale-back, you may be allotted Shares to a value which is significantly less than the parcel for which you applied. Should this happen, the balance of any application monies, in excess of \$1.00, not applied to acquire Shares under the SPP will be refunded to you, without interest.

¹ The issue of 20.1 million of the new Shares offered under the Placement, to raise \$19.7 million, is conditional on the Company obtaining shareholder approval at a general meeting scheduled for 4 December 2019

Genetic Signatures will make an announcement on the ASX on the outcome of the SPP and the number of Shares to be issued on or around 18 November 2019. The new Shares will be issued on or around 25 November 2019, with trading in those Shares on ASX to commence on the next business day following allotment.

Parcel sizes of Shares and rounding

The SPP enables eligible Shareholders to apply for new Shares in parcels of the following sizes:

# of Shares	2,500	5,000	7,500	10,000	15,000	20,000	25,000	30,000
Application amount (\$)	2,450.00	4,900.00	7,350.00	9,800.00	14,700.00	19,600.00	24,500.00	29,400.00

If you make a payment for a dollar amount not equal to one of those specified parcel sizes, Genetic Signatures may round down the dollar amount of Shares you are applying for to the next smallest parcel at its discretion and refund any excess application money, in excess of \$1.00, without interest. If the amount received is less than \$2,450 (being the smallest parcel you may apply for), Genetic Signatures will not allot any new Shares to you and the money received from you will be refunded, without interest.

Key dates

Event	Date
Record Date	7.00pm (Sydney time), Friday, 25 October 2019
SPP offer period opens	10.00am (Sydney time), Monday, 4 November 2019
SPP offer period closes	5.00pm (Sydney time), Friday, 15 November 2019
Issue date	25 November 2019
Dispatch of holding statements	25 November 2019
Expected quotation of new Shares on ASX	26 November 2019

This timetable is indicative only, and subject to change. Genetic Signatures reserves the right to alter the above dates at its discretion and without notice to you, subject to the ASX Listing Rules and the *Corporations Act 2001* (Cth) (**Corporations Act**).

How to participate in the SPP

The SPP opens at 10.00am (Sydney time) on Monday, 4 November 2019. If you are an Eligible Shareholder and wish to participate in the SPP, you may apply for Shares in the parcel sizes specified above.

Option 1: Pay by BPAY®

You can make a payment by BPAY®. To do this, you must use the Reference Number shown on the Application Form. If you make your payment with BPAY® you do not need to return your Application Form. You will not be able to withdraw or revoke your application or BPAY® payment once you have submitted it or made it or change the amount of Shares you have applied for.

Option 2: Use the enclosed Application Form

You can complete the Application Form, attach a cheque, bank draft or money order and submit your application in accordance with the instructions on the Application Form. Cheques, bank drafts and money orders should be made payable to "Genetic Signatures Limited" and crossed "Not Negotiable".

Payments must be made in Australian dollars.

Application Forms together with application monies equal to the number of Shares you wish to acquire should be submitted in the reply-paid envelope enclosed to:

Genetic Signatures Limited
C/-Boardroom Pty Limited

MAILING ADDRESS

Boardroom Pty Limited
GPO Box 3993
SYDNEY NSW 2001

DELIVERY ADDRESS

Boardroom Pty Limited
Level 12
225 George Street
SYDNEY NSW 2000

Please ensure you send your payment (whether by BPAY® or by cheque, bank draft or money order) and Application Form, allowing enough time for payment, to be received by 5.00pm (Sydney time) on Friday, 15 November 2019.

* * *

I encourage you to read this SPP Booklet (including the Terms and Conditions) carefully and in its entirety before making a decision on whether to participate in the SPP. This SPP Booklet is not financial advice, and has been prepared without taking into account the objectives, financial situation or the needs of individuals. Before making an investment decision, you should consider the appropriateness of the information having regard to your own objectives, financial situation and needs and seek such legal, financial and/or taxation advice as necessary or appropriate. A cooling-off regime does not apply in relation to the acquisition of Shares under the SPP.

If you have any questions in relation to the SPP, please call Genetic Signatures' share registry, Boardroom Pty Limited, between 8.30am and 5.00pm Monday to Friday on 1300 737 760 (within Australia) or +61 2 9290 9600 (outside Australia).

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

Yours sincerely,



Nick Samaras
Chairman

SPP Terms and Conditions

This invitation to apply for Shares under the SPP is not a recommendation to acquire Shares. If you are in any doubt about the SPP, you should consider obtaining professional financial and/or taxation advice to assist you in determining whether or not and the extent to which, you wish to participate in the SPP (taking into account your own financial situation, needs and objectives). Nothing in these terms and conditions (**SPP Terms and Conditions**), the Application Form or any other accompanying documentation constitutes investment or financial product advice or is intended to influence your decision whether or not to participate in the SPP. If you apply to participate in the SPP by making a BPAY® payment or completing and returning the Application Form with a cheque, bank draft or money order, you are accepting the risk that the market price of the Shares may change. This means it is possible that, between the time you make your application and up to or after the issue date, you may be able to buy Shares at a lower price than the Issue Price. No cooling-off regime applies in relation to the acquisition of Shares under the SPP.

1. Eligible Shareholders

- (a) Subject to clauses 1(c) to 1(j), all persons registered as holders of fully paid ordinary Shares in Genetic Signatures at 7.00pm (Sydney time) on Friday, 25 October 2019 (**Record Date**), whose registered address in the register is in Australia or New Zealand may participate in the SPP (**Eligible Shareholders**). Genetic Signatures has determined that it is not practical for holders of Shares with registered addresses in other jurisdictions to participate in the SPP.
- (b) Directors, officers and employees of Genetic Signatures, who hold Shares may be Eligible Shareholders.
- (c) Shareholders who hold Shares on behalf of persons who reside outside Australia or New Zealand, or are in the United States, or are acting for the account or benefit of a person in the United States are not entitled to participate in the SPP on behalf of those persons. A trustee, nominee or custodian must not participate in the SPP on behalf of, nor distribute this document or any other document relating to the SPP to, any person in the United States. The Shares to be issued under this SPP have not been and will not be registered under the *United States Securities Act of 1933*, as amended (**U.S. Securities Act**), or the securities laws of any state or other jurisdiction of the United States. Accordingly, Shareholders who are located in the United States or are acting for the account or benefit of a person in the United States are not Eligible Shareholders entitled to participate in the SPP.
- (d) In accordance with relevant New Zealand securities law, a person who on the Record Date was registered as a holder of Shares with a New Zealand address but who, at the commencement of the SPP offer period, no longer holds Shares is not eligible to participate in the SPP.
- (e) To the extent that you hold Shares on behalf of another person resident outside Australia or New Zealand, it is your responsibility to ensure that any application complies with all applicable foreign laws. You must not distribute any documents relating to the SPP to any person in the United States. Consistent with the representations, warranties and acknowledgements contained in clause 3 and the Application Form included with these SPP Terms and Conditions, you may not submit any completed Application Forms for any person in the United States or who is acting for the account or benefit of a person in the United States. Failure to comply with these restrictions may result in violations of applicable securities laws.
- (f) Shareholders who are joint holders of Shares are taken to be a single registered holder of Shares for the purposes of determining whether they are an Eligible Shareholder, and the certification under clause 3(a)(v) by one joint holder will be effective in respect of the other joint holder(s).

- (g) If you are a custodian (as defined in the *Australian Securities and Investments Commission (ASIC) Corporations (Share and Interest Purchase Plans) Instrument 2019/547*), you may apply for up to 30,000 Shares for each beneficiary subject to you annexing to your Application Form a certificate addressed to Genetic Signatures with the following information:
- (i) confirmation of either or both of the following:
 - (A) that you hold Shares on behalf of one or more other persons (each a **participating beneficiary**) that are not custodians; or
 - (B) that another custodian (**downstream custodian**) holds beneficial interests in Shares on behalf of one or more other persons (each a **participating beneficiary**), and you hold the Shares to which those beneficial interests relate on behalf of the downstream custodian or another custodian;
 - (ii) confirmation that each participating beneficiary has subsequently instructed the following persons:
 - (A) where paragraph 1(g)(i)(A) above applies – you; or
 - (B) where paragraph 1(g)(i)(B) above applies – the downstream custodian,
to apply Shares on their behalf under the SPP;
 - (iii) the number of participating beneficiaries and their names and addresses;
 - (iv) in respect of each participating beneficiary:
 - (A) where paragraph 1(g)(i)(A) above applies – the number of Shares that you hold on their behalf; or
 - (B) where paragraph 1(g)(i)(B) above applies – the number of Shares to which the beneficial interests relate;
 - (v) in respect of each participating beneficiary:
 - (A) where paragraph 1(g)(i)(A) above applies – the number or the dollar amount of Shares they have instructed you to apply for on their behalf; or
 - (B) where paragraph 1(g)(i)(B) above applies – the number or the dollar amount of Shares they have instructed the downstream custodian to apply for on their behalf;
 - (vi) confirming that there are no participating beneficiaries in respect of which the total of the application price for the following exceeds \$30,000:
 - (A) the Shares applied for by you under the SPP in accordance with the instructions referred to in 1(g)(v) above; and
 - (B) any other Shares issued to you in the 12 months before the application as a result of an instruction given by them to you or the downstream custodian to apply for Shares on their behalf under an arrangement similar to the SPP;
 - (vii) confirmation that a copy of these SPP Terms and Conditions was given to each participating beneficiary; and

- (viii) where paragraph 1(g)(i)(B) above applies – the name and address of each custodian who holds beneficial interests in Shares held by you in relation to each participating beneficiary, (**Custodian Certificate**).
- (h) If you hold Shares as a trustee or nominee for another person but are not a custodian as defined in *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547*, you cannot participate for beneficiaries in the manner described above. In this case, the rules in clause 2(b) apply.
- (i) Custodians wishing to participate on behalf of a beneficiary or beneficiaries must provide the certifications required by *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547* and should contact the registry between 8.30am and 5.00pm Monday to Friday on 1300 737 760 (within Australia) or +61 2 9290 9600 (outside Australia) to request a Custodian Certificate that contains these certifications and other details required to be provided by the Custodian.
- (j) If you are an Eligible Shareholder, your rights under the SPP are personal to you and are non-renounceable, which means you cannot transfer your rights to another person.

2. Applying for Shares

- (a) Eligible Shareholders may apply to purchase a parcel of Shares in one of the following specified sizes:

# of Shares	2,500	5,000	7,500	10,000	15,000	20,000	25,000	30,000
Application amount (\$)	2,450.00	4,900.00	7,350.00	9,800.00	14,700.00	19,600.00	24,500.00	29,400.00

If you are an Eligible Shareholder and wish to participate in the SPP, you must follow the instructions on the Application Form and:

- (i) make payment by BPAY® equivalent to the dollar amount of the parcel of Shares you wish to apply for (including providing the unique identification number provided to you for the purposes of the SPP only) (**Electronic Application**); or
- (ii) complete the Application Form and provide a cheque, bank draft or money order made payable to "Genetic Signatures Limited" and crossed "Not Negotiable". Payments must be made in Australian dollars. Please ensure that sufficient cleared funds are held in your account, as your cheque will be banked as soon as it is received. (**Written Application**), so that it is received by the registry by 5.00pm (Sydney time) on Friday, 15 November 2019 (the **Closing Date**). Payments must be in Australian dollars.

If Genetic Signatures receives an amount that is not equal to one of the specified parcel sizes, Genetic Signatures will round down the dollar amount of Shares that you are applying for to the next smallest parcel. If Genetic Signatures receives application monies less than \$2,450.00, Genetic Signatures may reject your application and refund your application monies that are not used to purchase Shares, without interest, as soon as practicable following the issue of Shares.

If you make an Electronic Application, in applying for Shares, you represent to Genetic Signatures that the total of the application price for the following does not exceed \$30,000:

- (i) the Shares the subject of the application;
 - (ii) any other shares in the class applied for under the SPP or any shares in the class issued under a similar arrangement in the 12 months before the application;
 - (iii) any other shares in the class which you have instructed a custodian to acquire on your behalf under the SPP; and
 - (iv) any other shares in the class 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 and which resulted in you holding beneficial interests in the shares, noting that Genetic Signatures has not conducted a similar arrangement in the preceding 12 months.
- (b) Eligible Shareholders who receive more than one invitation to apply under the SPP (for example, because they hold Shares in more than one capacity) may apply on different Application Forms for Shares but may not apply for an aggregate number of Shares that exceeds 30,000.
- (c) Genetic Signatures may accept or reject (in whole or in part) your application for Shares at its discretion. Genetic Signatures may reject your application (in whole or in part) in the following circumstances (among others):
- (i) your Application Form is incorrectly completed, incomplete or otherwise determined by Genetic Signatures to be invalid;
 - (ii) you have applied for Shares with a total application price of less than \$2,450.00;
 - (iii) your cheque is dishonoured or the cheque, bank draft or money order that you enclose with your Application Form is not made out for the amount corresponding to the value of the parcel of Shares you have applied for;
 - (iv) your BPAY® payment is incomplete or invalid;
 - (v) it appears that you are applying to acquire a number of Shares which in aggregate exceeds 30,000;
 - (vi) you are a custodian and you have not provided the required Custodian Certificate;
 - (vii) your Application Form or BPAY® payment is received after the Closing Date. Late payments will be refunded, without interest, as soon as practicable following the issue of Shares; or
 - (viii) Genetic Signatures believes you are not an Eligible Shareholder (subject to compliance with any applicable ASIC or ASX Limited (**ASX**) requirements).
- (d) References in this SPP Booklet to \$ should be read as Australian dollars.

3. Effect of making an Application

- (a) If you make an Electronic Application or Written Application, by making that Electronic Application or Written Application:

- (i) you have read and accepted these SPP Terms and Conditions in full and you declare that all details and statements in your Application Form are true and complete and not misleading;
- (ii) you acknowledge that you are an Eligible Shareholder using the unique identifier provided to you for purposes of the SPP only;
- (iii) you irrevocably and unconditionally agree to these SPP Terms and Conditions and the terms 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;
- (iv) you acknowledge your application is irrevocable and unconditional and cannot be varied;
- (v) you certify that the total of the application price for the following does not exceed \$30,000:
 - (A) the Shares the subject of your application;
 - (B) any other shares in the class you applied for under the SPP or any shares in the class issued under a similar arrangement in the 12 months before the application;
 - (C) any other shares in the class which you have instructed a custodian to acquire on your behalf under the SPP; and
 - (D) any other shares in the class 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 and which resulted in you holding beneficial interests in the shares.
- (vi) you, and each person for whose account or benefit you are acting, are not in the United States and you are not acting for the account or benefit of a person in the United States;
- (vii) you acknowledge that the Shares have not, and will not be, registered under the U.S. Securities Act or the securities laws of any state or other jurisdiction of the United States, and accordingly, the Shares may not be offered, sold or resold in the United States;
- (viii) you represent that you have not, and you agree that you will not, send any materials relating to the SPP to any person in the United States; or to any person acting for the account or benefit of a person in the United States;
- (ix) you accept the risk associated with any refund that may be dispatched to your address or to your nominated bank account as shown on the Genetic Signatures register;
- (x) you are responsible for any dishonour fees or other costs Genetic Signatures may incur in presenting a cheque for payment that is dishonoured;
- (xi) you acknowledge that no interest will be paid on any application monies held pending the issue of the Shares or subsequently returned to you for any reason;
- (xii) you acknowledge that you have not been provided with investment advice or financial product advice by Genetic Signatures or the registry and that neither of them has any

obligation to provide this advice in relation to your consideration as to whether or not to participate in the SPP; and

- (xiii) you acknowledge that Genetic Signatures is not liable for any exercise of its discretions referred to in these SPP Terms and Conditions.
- (b) In addition, if you make a Written Application, by making that Written Application:
- (i) you authorise Genetic Signatures to correct minor errors in your Application Form and to complete the Application Form by inserting any missing minor detail; and
 - (ii) you acknowledge that Genetic Signatures may determine that your Application Form is valid, in accordance with these SPP Terms and Conditions, even if the Application Form is incomplete, contains errors or is otherwise defective.

4. Price of Shares under the SPP

- (a) The Issue Price is \$0.98 per new Share, which was the issue price under the Placement and represents a discount of 9.3% to the closing Share price of \$1.08 on Wednesday, 23 October 2019, the last trading day in Shares on ASX before the Company announced the Placement and its intention to conduct the SPP. The Issue Price of \$0.98 per new Share also represents a discount of 11.8% to the volume weighted average price of Shares during the 5 trading days in Shares on ASX up to and including 23 October 2019.
- (b) You agree to pay the Issue Price per Share for the number of Shares calculated under clause 2(a) or, if there is a Scale-back (as defined below), the number of Shares calculated under clause 6.
- (c) You acknowledge the risk that the market price of Shares may change (i.e. rise or fall) between the date of this SPP booklet and the date the Shares are issued to you under the SPP (**Issue Date**) which may mean that the Issue Price you pay for the Shares may exceed or be less than the market price of the Shares on the Issue Date.

5. Ranking of Shares

Shares issued under the SPP will rank equally in all respects with existing Shares quoted on the ASX, with the same voting rights, dividend rights and other entitlements.

6. Scale-back

- (a) Should total applications received under the SPP exceed \$2 million, Genetic Signatures reserves the right to scale back applications in its absolute and sole discretion.
- (b) Without limiting clause 6(a), Genetic Signatures may in its absolute discretion allocate to you less than the number of Shares you have applied for (**Scale-back**). If there is a Scale-back, Genetic Signatures may in its absolute discretion determine to apply the Scale-back to the extent and in the manner that it sees fit.
- (c) If there is a Scale-back, you may receive less than the parcel of Shares for which you applied. If a Scale-back produces a fractional number of Shares when applied to your parcel, the number of new Shares you will be allocated will be rounded down to the nearest whole number of new Shares.

- (d) In the event of a Scale-back, the difference between the application monies received, and the number of new Shares allocated to you multiplied by the Issue Price, will be refunded to you in the same manner as your Genetic Signatures dividends are paid to you, except where the amount is less than \$1.00 in which instance it will be retained by Genetic Signatures or donated to charity.

7. Costs of participation

No brokerage, commissions or other transaction costs will be payable by Eligible Shareholders in respect of the application for, and the issue of, Shares under the SPP.

8. Timetable

Event	Date
Record Date	7.00pm (Sydney time), Friday, 25 October 2019
SPP offer period opens	10.00am (Sydney time), Monday, 4 November 2019
SPP offer period closes	5.00pm (Sydney time), Friday, 15 November 2019
Issue date	25 November 2019
Dispatch of holding statements	25 November 2019
Expected quotation of new Shares on ASX	26 November 2019

Genetic Signatures may vary any of the above dates at its discretion (even if the offer period has opened, or BPAY® or Application Forms have been received) by lodging a revised timetable with the ASX.

9. Compliance

The SPP is made in accordance with the requirements of *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547* and the *Financial Markets Conduct Act 2013* and the *Financial Markets Conduct (Incidental Offers) Exemption Notice 2016*.

10. Dispute resolution

Genetic Signatures may settle in any manner it thinks fit, any difficulties, anomalies or disputes that may arise in connection with or by reason of the operation of the SPP and the decision of Genetic Signatures will be conclusive and binding on all participants and other persons to whom the determination relates.

11. Waiver, amendment, suspension and withdrawal

Genetic Signatures may, at its discretion, waive compliance with any provision of these SPP Terms and Conditions, amend or vary these SPP Terms and Conditions, or suspend or withdraw the SPP at any time. Any such waiver, amendment, variation, suspension or withdrawal will be binding on all Eligible Shareholders even where Genetic Signatures does not notify you of the event.

12. No underwriting

The SPP will not be underwritten.

13. Governing law

These SPP Terms and Conditions are governed by the laws in force in New South Wales, Australia.

14. Privacy policy

- (a) Chapter 2C of the Corporations Act requires information about you as a Shareholder including your name, address and details of the Shares you hold) to be included in the public register of the entity in which you hold Shares. This information must continue to be included in the public register if you cease to be a Shareholder. The *Privacy Amendment (Private Sector) Act 2000* (Cth) does not alter these statutory obligations.
- (b) Genetic Signatures and Boardroom Pty Limited may collect personal information to process your application and implement the SPP, and to administer your shareholding.
- (c) The personal information contained on the Genetic Signatures 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.
- (d) The personal information we collect may include your name, address, other contact details, bank account details and details of your Genetic Signatures shareholdings.
- (e) Shareholders who are individuals and the other individuals in respect of whom personal information is collected, as outlined above, have certain rights to access, correct or update the personal information held about them, subject to some exceptions allowed by law. Such individuals should contact Boardroom Pty Limited by email at corporateactions@boardroomlimited.com.au in the first instance if they wish to request access to that personal information. Reasons will be given if access is denied.
- (f) Your personal information may be disclosed to joint investors, registry, to securities brokers, to third party service providers (including print and mail service providers, technology providers, and professional advisers), to related entities of Genetic Signatures and each of their 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 we will disclose your personal information may be located overseas.
- (g) The main consequence of not providing the personal information outlined in clauses 14(a) to 14(d) above would be that Genetic Signatures may be hindered in, or prevented from, processing your application, and from conducting and implementing the SPP.
- (h) Boardroom Pty Limited's privacy policy is available on their website: www.boardroomlimited.com.au.

15. Other terms and conditions

Shareholders will be bound by the constitution of Genetic Signatures by acquiring Shares under the SPP.