Benitec Biopharma Limited

ABN 64 068 943 662

Prospectus

For the issue by the Company of Purchase Warrants exercisable into up to 321,286 American Depositary Shares (representing 64,257,200 New Shares in aggregate) at an exercise price of US$7.00 per American Depositary Share issued on exercise.

This Prospectus has been prepared for the purpose of facilitating secondary trading of any New Shares (represented by ADSs) issued upon the exercise of a Purchase Warrant issued under this Prospectus.

Important Notice

This Prospectus is an important document and requires your immediate attention. It should be read in its entirety (including the "Risk Factors" in Section 4). The Company is a "disclosing entity" for the purposes of the Corporations Act and is listed on the ASX. This Prospectus is issued pursuant to section 713 of the Corporations Act and, as such, does not contain all the information that is generally required to be set out in a full prospectus, but refers to other documents previously disclosed to ASX by the Company, the information of which is deemed to be incorporated into this Prospectus. The securities issued under this Prospectus should be considered speculative.

IMPORTANT INFORMATION

This Prospectus is dated 6 December 2019 and was lodged with ASIC on that date. Neither ASIC nor ASX or any of their officers, take any responsibility for the contents of this Prospectus. No securities will be issued under this Prospectus later than 13 months after the date of this Prospectus.

In preparing this Prospectus, regard has been had to the fact that ASX maintains a database of publicly disclosed information about the Company, that the Company is a disclosing entity for the purposes of the Corporations Act and that certain matters may reasonably be expected to be known to professional advisors with whom potential investors may consult. This Prospectus has been prepared pursuant to section 713 of the Corporations Act, which allows the issue of a more concise prospectus in relation to an offer of continuously quoted securities and options to acquire continuously quoted securities. It is intended to be read in conjunction with publicly available information, as described in Section 5.1 below.

Various statements in this Prospectus constitute statements relating to intentions, future acts and events. Such statements are generally classified as forward looking statements and involve known and unknown risks, uncertainties and other important factors that could cause those future acts, events and circumstances to differ from the way or manner in which they are expressly or implicitly portrayed in this Prospectus.

The Offer does not, and is not intended to, constitute an offer in any place or jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer or to issue this document under the laws applicable in that jurisdiction.

The distribution of this Prospectus in jurisdictions outside Australia may be restricted by law and any person into whose possession this Prospectus comes should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable securities laws.

This Prospectus may only be distributed in the United States to accredited investors. Neither the Purchase Warrants nor the New Shares have been registered under the Securities Act or the securities laws of any U.S. state. Accordingly, these securities may not be offered or sold in the United States unless they are registered under the U.S. Securities Act or are offered or sold in transactions exempt from, or not subject to, the registration requirements of the Securities Act and otherwise in accordance with applicable state securities laws.

In addition, until 45 days after the commencement of the Offer, an offer or sale of the Purchase Warrants or New Shares (or ADSs representing New Shares) within the United States by any dealer (whether or not participating in the Offer) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in compliance with the registration requirements of the U.S. Securities Act.

No person is authorised to give any information or to make any representation in connection with the Offer that is not contained in this Prospectus. Any information or representation not contained in this Prospectus may not be relied upon as having been authorised by the Company in connection with the Offer. Neither the Company nor any other person warrants the future performance of the Company or any return on any investment made under this Prospectus except as required by law and then only to the extent so required.

This Prospectus does not take into account the investment objectives, financial situation and particular needs of any person.

There are risks associated with an investment in the Company and the securities offered under this Prospectus should be regarded as a speculative investment. The securities offered under this Prospectus carry no guarantee with respect to return on capital investment, payment of dividends or the future value of the Purchase Warrants or New Shares.

Certain abbreviations and other defined terms are used throughout this Prospectus. Details of the definitions and abbreviations used are set out in Section 6 of this Prospectus. All financial amounts shown in this Prospectus are expressed in Australian dollars unless otherwise stated.

This Prospectus may be viewed in electronic form online at the Company's website: www.benitec.com. The information on the Company's website (outside the electronic Prospectus) does not form part of this Prospectus. Additional copies of the Prospectus are available at the registered office of the Company.

Any person may obtain a copy of this Prospectus or any of the documents referred to in Section 5.1 free of charge by contacting the Company by email at info@benitec.com.

Corporate Directory

Directors

Dr Jerel Banks (Executive Chairman and Chief Executive Officer)
Mr Peter Francis (Non-Executive Director)
Mr Kevin Buchi (Non-Executive Director)
Ms Megan Boston (Executive Director and Head of Operations Australia)

Company Secretary

Mr Oliver Kidd

Registered office

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1. SUMMARY OF THE OFFER

Topic	Details	Where to find more information
What is the Offer?	On 1 October 2019, the Company announced that it had issued to the Investors, being two sophisticated and professional investors in the United States, 280,000 RDO ADSs and Pre-Funded Warrants exercisable into 41,288 ADSs[1], as part of the Registered Direct Offering. The RDO ADSs and Pre-Funded Warrants were issued pursuant to the terms of the Securities Purchase Agreement entered into between the Company and the Investors. Under the Securities Purchase Agreement, the Company also agreed to issue one Purchase Warrant to each Investor, which is exercisable into a number of New Shares equal to the number of Shares represented by the RDO ADSs and Pre-Funded Warrants (assuming they were exercised in full) acquired by that Investor in the Registered Direct Offering. The Purchase Warrants are exercisable into 321,286 ADSs in aggregate (representing 64,257,200 New Shares). The Purchase Warrants will be issued to the Investors on the date of this Prospectus for a nil purchase price and are exercisable, in whole or in part, any time from the date of issue until the fifth anniversary of the date of issue. The exercise price for each Purchase Warrant is US$7.00 for each ADS issued on exercise of a Purchase Warrant. Should the Purchase Warrants be exercised in whole, the Company would raise approximately US$2.25 million (approximately A$3.33 million[2]) before expenses. Details of the expenses of the Offer are set out in Section 5.12. The only persons who may participate in the Offer are the Investors, being certain sophisticated and professional investors who entered into the Securities Purchase Agreement with the Company. **There will be no public or retail offer of Purchase Warrants in the United States, Australia or elsewhere.** The Purchase Warrants will be issued in accordance with the terms of the Securities Purchase Agreement.	Section 2.1

[1] Taking into account the 10:1 change to the Company's ADS ratio which occurred on 18 November 2019. The effect of this change is that 1 ADS (which previously represented 20 Shares) now represents 200 Shares. The actual number of RFO ADSs issued was 2,800,000 and the number of Pre-Funded Warrants issued was 412,863.

[2] Based on the AUD/USD exchange rate on 30 November 2019 of A$0.6760/USD.

What is the purpose of the Prospectus?	This Prospectus has been prepared for the purpose of facilitating secondary trading of any New Shares (represented by ADSs) issued upon the exercise of a Purchase Warrant issued under this Prospectus. The Prospectus does not relate to the issue of the ADSs or Pre-Funded Warrants which were issued to the Investors as part of the Registered Direct Offering. Upon exercise of a Purchase Warrant, the Company will issue the relevant number of New Shares to the Depositary's custodian. The Depositary will then issue a number of ADSs equal to the number of New Shares divided by 200 (as each ADS represents 200 Shares in the Company). The ADSs representing the New Shares will trade on the Nasdaq Global Select Market under the symbol "BNTC". The Company is a "**disclosing entity**" for the purposes of the Corporations Act. As such, it is subject to regular reporting and disclosure obligations, which require it to disclose to ASX any information of which it is or becomes aware concerning the Company and which a reasonable person would expect to have a material effect on the price or value of securities of the Company. This Prospectus is a "transaction-specific" prospectus issued in accordance with section 713 of the Corporations Act, which, in general terms, is only required to contain information reasonably required by investors and their advisers to make an informed assessment of the Offer on the Company, the rights and liabilities attaching to the securities to be issued under the Offer (including, for options, the rights and liabilities of the underlying securities). The Company, as a disclosing entity, is able to rely on a transaction-specific prospectus for the issue of continuously quoted securities, or options to acquire continuously quoted securities, in the Company.	Section 2.1
Application for New Shares and Purchase Warrants	The Offer has been made to the Investors, who have entered into a Securities Purchase Agreement with the Company. The Offer is only available to, and capable of acceptance by, the Investors.	Section 2.3
Risk factors	• The Company anticipates that it will continue to incur significant net losses for the foreseeable future and it may never achieve or maintain profitability. The Company has never generated any revenue from product sales. • The Company will need to continue its efforts to raise additional funding, which may not be available on acceptable terms, or at all. Failure to obtain capital when needed may negatively impact the Company's ability to continue as a going concern. • The Company receives Australian government research and development grants. If the Company loses funding from these research and development grants, it may encounter difficulties in the funding of future research and	Section 4

	development projects, which could harm its operating results. • The Company's product candidates are based on ddRNAi technology. Currently, no product candidates utilising ddRNAi technology have been approved for commercial sale and the Company's approach to the development of ddRNAi technology may not result in safe, effective or marketable products. Further, because the Company's ddRNAi product candidates are considered gene therapies, it is difficult to predict the time and cost of product candidate development as well as subsequently obtaining regulatory approval. • The Company is early in its product development efforts and its current product candidates are still in preclinical or early clinical development. The Company may not be able to obtain regulatory approvals for the commercialisation of some or all of its product candidates. • The Company may encounter substantial delays in current and any future clinical trials or it may fail to demonstrate safety and efficacy to the satisfaction of applicable regulatory authorities, or have difficulty enrolling patients in its current and future clinical trials. • The Company's prospects for successful development and commercialisation of the Company's products are dependent to varying degrees upon the research, development, commercialisation, and marketing efforts of the Company's potential collaborators. If the Company's potential collaborators do not perform in the manner the Company expects or fulfil their responsibilities in a timely manner, or at all, the development, regulatory and commercialisation process could be delayed or discontinued or otherwise be unsuccessful. Conflicts between the Company and its collaborators may arise. • The Company has only limited experience in regulatory affairs and intends to rely on consultants and other third parties for regulatory matters, which may affect the Company's ability or the time it requires to obtain necessary regulatory approvals. • The Company has not entered into agreements with any third-parties to support manufacture, marketing, sales and commercialisation of its product candidates. If the Company is unable to enter into agreements with third parties to manufacture and commercialise its product candidates or establish sales and marketing capabilities to market and sell its product candidates, the Company may be unable to generate any revenues. • The Company faces competition from entities that have developed or may develop product candidates for its target disease indications, including companies developing novel treatments and technology platforms	

	based on modalities and technology similar to the Company's. • Any inability to attract and retain qualified key management and technical personnel would impair the Company's ability to implement its business plan. • If the Company is unable to obtain or protect intellectual property rights related to its product candidates, the Company may not be able to obtain exclusivity for its product candidates or prevent others from developing similar competitive products. • The Company relies on licence relationships with a number of third parties for portions of its intellectual property, including platform technology patents relating to its ddRNAi technology. Third-party claims of intellectual property infringement may also prevent or delay the Company's development and commercialisation efforts.	
Minimum raising	There is no minimum raising under this Prospectus. The Offer is made to the Investors only and will not raise any funds on issue of the Purchase Warrants. Should the Purchase Warrants be exercised in whole, the Company would raise approximately US$2.25 million (approximately A$3.33 million[3]) before expenses.	Section 2.1
Use of Proceeds	Proceeds from the issue of any New Shares will be used for product development and general corporate purposes.	Section 2.2
What are the terms of the Purchase Warrants?	Each Purchase Warrant is exercisable into a number of new Shares equal to the number of Shares represented by the RDO ADSs and Pre-Funded Warrants (assuming they were exercised in full) acquired by that Investor in the Registered Direct Offering. The Purchase Warrants are exercisable into 321,286 ADSs in aggregate (representing 64,257,200 New Shares). The exercise price for the Purchase Warrants is US$7.00 per ADS issued on exercise of a Purchase Warrant, which is equivalent to US$0.035 (approximately A$0.052[4]) per New Share underlying the ADSs issued on exercise of a Purchase Warrant. The Purchase Warrants are exercisable, in whole or in part, any time from the date of issue until the fifth anniversary of the date of issue. The full terms of the Warrants, are set out in the Annexure.	Annexure
How do the New Shares rank in	All New Shares issued on exercise of the Purchase Warrants will rank equally in all respects with existing Shares from the	Section 5.3

[3] Based on the AUD/USD exchange rate on 30 November 2019 of A$0.6760/USD.

[4] Based on the AUD/USD exchange rate on 30 November 2019 of A$0.6760/USD.

comparison to existing Shares?	date of their issue and will be represented by ADSs, which will be quoted on the Nasdaq Global Select Market under the symbol "BNTC".	
What is the effect of the Offer on the Company?	Details of the effect of the Offer on the financial position, capital structure and the potential effect on control, of the Company, are included in Section 3.	Section 3
ASX and Nasdaq	The Company is admitted to the official list of the ASX. The Company also has ADSs which trade on the Nasdaq Global Select Market under the symbol "BNTC". Each ADS represents 200 Shares. The Purchase Warrants will not be quoted on any stock exchange. Upon exercise of a Purchase Warrant, the Company will issue the relevant number of New Shares to the Depositary's custodian. The Depositary will then issue a number of ADSs equal to the number of New Shares divided by 200 (as each ADS represents 200 Shares in the Company). The ADSs representing the New Shares will trade on the NASDAQ Global Select Market under the symbol "BNTC" and the Company will apply for quotation of the New Shares on ASX. Further details regarding the terms of the ADSs representing Shares in the Company may be found in the Company's annual report on form 20-F for the financial year ended 30 June 2019, which is available on the website of the U.S. Securities and Exchange Commission.	Section 2.1
Enquiries	Any enquiries concerning the Offer should be directed to the Company by calling +61 3 8692 7222.	

2. Overview

2.1 Introduction

On 30 September 2019, the Company entered into a securities purchase agreement (**Securities Purchase Agreement**) with two sophisticated and professional investors in the United States (**Investors**), pursuant to which it agreed to issue to the Investors, as part of a registered direct offering under the Securities Act (**Registered Direct Offering**):

- 280,000 American Depositary Shares (representing 56,000,000 Shares) at US$7.00 per ADS (**RDO ADSs**); and

- 4 warrants exercisable into up to 41,288 ADSs in aggregate at an exercise of $0.001 per ADS issued on exercise, for a purchase price per warrant equal to US$6.999 per underlying ADS (**Pre-Funded Warrants**).[5]

The RDO ADSs and Pre-Funded Warrants were issued to the Investors on 1 October 2019 under the Company's existing placement capacity under Listing Rules 7.1 and 7.1A.

Pursuant to the terms of the Securities Purchase Agreement, the Company is also required to issue warrants to the Investors for a nil purchase price (**Purchase Warrants**), with each warrant being exercisable into a number of New Shares equal to the number of Shares represented by the RDO ADSs and Pre-Funded Warrants (assuming it was exercised in full) acquired by that Investor in the Registered Direct Offering (**Offer**).

The Purchase Warrants are exercisable into 321,286 ADSs in aggregate (representing 64,257,200 New Shares). The Purchase Warrants are exercisable, in whole or in part, any time from the date of issue until the fifth anniversary of the date of issue (**Expiry Date**). The exercise price for each Purchase Warrant is US$7.00 for each ADS issued on exercise. The issue of the Purchase Warrants was subject to the Company obtaining shareholder approval.

On 29 November 2019, at the Company's annual general meeting, the Company's shareholders approved the issue of the Purchase Warrants to the Investors for the purposes of Listing Rule 7.1 and for all other purposes. The Purchase Warrants will be issued to the Investors on the date of this Prospectus and will not be quoted on any securities exchange.

Should the Purchase Warrants be exercised in whole, the issue of New Shares on exercise would raise approximately US$2.25 million (approximately A$3.33 million[6]) before expenses. Details of the expenses of the Offer are set out in Section 5.12.

This Prospectus has been prepared for the purpose of facilitating secondary trading of any New Shares (represented by ADSs) issued upon the exercise of a Purchase Warrant issued under this Prospectus. On issue, the New Shares will rank equally with the Company's existing Shares on issue and will be held in the form of ADSs.

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[5] Taking into account the 10:1 change to the Company's ADS ratio which occurred on 18 November 2019. The effect of this change is that 1 ADS (which previously represented 20 Shares) now represents 200 Shares. The actual number of RFO ADSs issued was 2,800,000 and the number of Pre-Funded Warrants issued was 412,863.

[6] Based on the AUD/USD exchange rate on 30 November 2019 of A$0.6760/USD.

In effect, the exercise price for Purchase Warrant is equivalent to US$0.035 (approximately A$0.052[7]) per New Share issued on exercise, which is equivalent to the exercise price per ADS issued on exercise divided by 200. On issue, the ADSs representing the New Shares will rank equally in all respects with the Company's current ADSs, which are quoted on the Nasdaq Global Select Market under the symbol "BNTC".

The Offer is not underwritten and there is no sponsoring broker.

2.2 Use of funds raised on issue of the New Shares

Should the Purchase Warrants be exercised in whole, the issue of the New Shares would raise up to US$2.25 million (approximately A$3.33 million[8]) before expenses. There is no guarantee that the Investors will exercise any Purchase Warrants and the Company may raise a lower amount from the issue of New Shares, or it may raise no funds if the Purchase Warrants are not exercised before the Expiry Date, which is the fifth anniversary of the date of issue..

Proceeds from the issue of New Shares will be used for product development and general corporate purposes.

The expenses of the Offer (including certain expenses of the Investors) will be met from the funds raised under the issue of the RDO ADSs and Pre-Funded Warrants in the Registered Direct Offering, as well as any funds raised under the Offer. Details of the expenses of the Offer are set out in Section 5.12.

2.3 Applications

The Offer has been made to the Investors, who have entered into a Securities Purchase Agreement with the Company. The Offer is only available to, and capable of acceptance by, the Investors.

The purpose of the Offer is to facilitate secondary trading on the ASX of any New Shares issued on the exercise of the Purchase Warrants.

2.4 Issue of New Shares on exercise of a Purchase Warrant

Upon exercise of a Purchase Warrant, the Company will issue the relevant number of New Shares to the Depositary's custodian. The Depositary will then issue a number of ADSs equal to the number of New Shares divided by 200 (as each ADS represents 200 Shares in the Company). The ADSs representing the New Shares will trade on the Nasdaq Global Select Market under the symbol "BNTC".

[7] Based on the AUD/USD exchange rate on 30 November 2019 of A$0.6760/USD.

[8] Based on the AUD/USD exchange rate on 30 November 2019 of A$0.6760/USD.

3. Effect of the Offer on the Company

3.1 Effect on financial position of the Company

The effect on the financial position of the Company from the issue all the New Shares should the Purchase Warrants be exercised in full would be to increase the Company's cash reserves by US$2.25 million (approximately A$3.33 million[9]) prior to the expenses of the Offer.

It is estimated that the expenses of the Offer will amount to approximately A$35,000. The expenses of the Offer (including certain expenses of the Investors) will be met from the funds raised under the Registered Direct Offering, as well as any funds raised under the Offer. Section 5.12 sets out the details of the expenses incurred by the Company in connection with this Prospectus.

3.2 Effect on the capital structure of the Company

The principal effects of the Offer on the capital structure of the Company will be as follows:

- the Company will issue four Purchase Warrants to the Investors, which are exercisable into 321,286 ADSs in aggregate (representing 64,257,200 New Shares); and
- if the Purchase Warrants are fully exercised, the number of Shares on issue will increase by 64,257,200 to 385,544,226 Shares (based on the number of Shares on issue on the date of this Prospectus and assuming no other Shares are issued prior to exercise of the Purchase Warrants).

The following tables set out the capital structure of the Company currently and upon completion of the Offer (assuming there will be no other issues of Shares or other securities in the Company, including Shares issued on conversion of any convertible securities currently on issue):

Current securities on issue	**Number of securities**
Current number of Shares on issue (including Shares represented by ADSs)	321,287,026
Unlisted options over Shares with exercise prices ranging from $0.196 to $1.25 and expiry dates ranging from 17 December 2019 to 16 May 2024	20,475,000
Quoted warrants (NASDAQ: BNTCW) convertible into one ADS per warrant (representing 11,498,000 Shares in total) at an exercise price of US$55.00 per ADS issued on exercise and an expiry date of 21 August 2020	57,490
Securities to be issued in connection with the Offer	**Number of securities**
Purchase Warrants exercisable into up to 321,286 ADSs in aggregate (representing 64,257,200 New Shares)	4

[9] Based on the AUD/USD exchange rate on 30 November 2019 of A$0.6760/USD.

3.3 Potential effect on control of the Company

As at the date of this Prospectus, based on publicly available information, the interests of the Investors in securities in the Company, their current voting power and their maximum voting power if they were to exercise all Purchase Warrants held by that Investor (based on the securities on issue on the date of this Prospectus and assuming no other convertible securities are exercised), are as follows:

Investor	**Current interests in securities in the Company (voting power)**	**Interests in the Company following the Offer**	**Maximum voting power[1]**
Sabby Volatility Warrant Master Fund, Ltd	17,591,600 Shares (5.48%)	17,591,600 Shares 1 Purchase Warrant convertible into up to 160,643 ADSs (representing 32,128,600 Shares)	14.06%
Empery Asset Management, LP[2]	27,999,600 Shares (8.83%)	32,128,600 Shares 3 Purchase Warrants convertible into up to 160,643 ADSs (representing 32,128,600 Shares)	18.18%

1 Assuming all convertible securities held by that Investor (including the Purchase Warrants) are exercised in full and there are no other changes to the securities on issue in the Company.

2 The securities are held by Empery Asset Master Ltd, Empery Tax Efficient LP and Empery Tax Efficient II LP (each of whom will hold one Purchase Warrant), which are controlled by Empery Asset Management, LP. Refer to the Form 603 - Notice of initial substantial holder notice dated 7 October 2019 (**Notice**) for further information. A slight difference in the holding as reported in the Notice is due to the change in ADS ratio announced by the Company on 18 November 2019. Interests in partial ADSs due to the change in ratio were sold on-market by the Depositary and the proceeds remitted to the relevant ADS holder.

Based on publicly available information as at the date of this Prospectus, those persons which (together with their associates) have a relevant interest of 5% or more in the Shares on issue, other than the Investors, is set out below:

Substantial holder	**Interest in securities in the Company**	**Voting power**
Nant Capital LLC	87,917,656 Shares	27.72%

4. Risk factors

This Section identifies some of the major risks associated with an investment in the Company. Potential investors should read this Prospectus in its entirety in order to fully appreciate such matters and the manner in which the Company intends to operate before making any decision to invest in the Company.

As a clinical stage biotechnology company, there are significant risks in investing in Shares and other securities in the Company and there is no guarantee of the trading price/s at which the Company's Shares may trade nor any guarantee of any return or dividends in respect of holding Shares in the Company.

Specific risks

The Company anticipates that it will continue to incur significant net losses for the foreseeable future and it may never achieve or maintain profitability.

As of 30 June 2019, the Company had accumulated losses of $141.3 million. The Company has devoted most of its financial resources to research and development, including its clinical and preclinical development activities. To date, the Company has financed its operations primarily through the issuance of equity securities, research and development grants from the Australian government and payments from the Company's collaboration partners. The Company does not expect to generate any significant revenue for the foreseeable future and expects to incur significant operating losses for the foreseeable future due to the cost of research and development, preclinical studies and clinical trials and the regulatory approval process for product candidates. The amount of the Company's future net losses is uncertain and will depend, in part, on the rate of its future expenditures. The Company's ability to continue operations will depend on, among other things, its ability to obtain funding through equity or debt financings, strategic collaborations or additional grants.

The Company's ability to generate significant revenue and achieve profitability depends on its ability to, alone or with strategic collaboration partners, successfully complete the development of and obtain the regulatory approvals for its product candidates, to manufacture sufficient supply of its product candidates, to establish a sales and marketing organisation or suitable third-party alternative for the marketing of any approved products and to successfully commercialise any approved products on commercially reasonable terms. All of these activities will require the Company to raise sufficient funds to finance business activities.

The Company expects to continue to incur significant expenses and it may incur operating losses for the foreseeable future. The Company anticipates that its expenses will increase substantially if and as it:

- continues its research and preclinical development of its product candidates;
- expands the scope of its current preclinical studies for its product candidates or initiates clinical, additional preclinical or other studies for product candidates;
- seeks regulatory and marketing approvals for any of its product candidates that successfully complete clinical trials;
- further develops the manufacturing process for its product candidates;
- changes or adds additional manufacturers or suppliers;
- seeks to identify and validate additional product candidates;

- acquires or in-licences other product candidates and technologies, which may or may not include those related to its ddRNAi technology and delivery vectors for its therapeutic candidates;

- maintains, protects and expands its intellectual property portfolio;

- creates additional infrastructure to support its operations as a public company in the United States and its product development and future commercialisation efforts; and

- experiences any delays or encounter issues with any of the above.

The net losses the Company incurs may fluctuate significantly from quarter to quarter and year to year, such that a period-to-period comparison of its results of operations may not be a good indication of its future performance. In any particular quarter or quarters, the Company's operating results could be below the expectations of securities analysts or investors, which could cause the price of the Company's Shares and ADSs to decline.

The process of developing product candidates for ddRNAi-based and antisense RNA-based therapeutics contains a number of inherent risks and uncertainties. For example, with regard to ddRNAi, it may not be possible to identify a target region of a disease-associated gene that has not been previously identified and/or patented by others, resulting in restrictions on freedom to operate for that target sequence. Silencing the target gene may not ultimately result in curing the disease as there may be more factors contributing to the development of the disease than the target gene. Silencing the target gene using ddRNAi may lead to short-term or long-term adverse effects that were not predicted or observed in preclinical studies. The delivery of the DNA construct to the target cells may not be possible, or complete or adequate to provide sufficient therapeutic benefit.

Even if one or more of the Company's product candidates is approved for commercial sale, the Company may incur significant costs associated with commercialising any approved product candidate. As one example, the Company's expenses could increase beyond expectations if it is required by the United States Food and Drug Administration (**FDA**) or other regulatory agencies in the United States or in other jurisdictions to perform clinical and other studies in addition to those that the Company currently anticipates. Even if the Company is able to generate revenues from the sale of any approved products, it may not become profitable and may need to obtain additional funding to continue operations, which could have an adverse effect on its business, financial condition, results of operations and prospects.

The Company will need to continue its efforts to raise additional funding, which may not be available on acceptable terms, or at all. Failure to obtain capital when needed may negatively impact the Company's ability to continue as a going concern.

Developing ddRNAi products is expensive, and the Company expects its research and development expenses to increase substantially in connection with its ongoing activities, particularly as it advances its product candidates in preclinical studies and in future clinical trials and as it undertakes preclinical studies of new product candidates.

As of 30 June 2019, the Company's cash and cash equivalents were $22.4 million. The Company estimates that its cash and cash equivalents will be sufficient to fund its operations until approximately the end of calendar 2021. However, the Company's operating plan may change as a result of many factors currently unknown to it, and the Company may need to seek additional funds sooner than planned, through public or private equity or debt financings, government grants or other third-party funding, strategic alliances and licencing arrangements or a combination of these approaches. In addition, because the length of time and activities associated with successful development of the Company's product candidates is highly uncertain, it is unable to estimate the actual funds it will require for development and any approved marketing and commercialisation

activities. In any event, the Company will require additional capital to obtain regulatory approval for its product candidates and to commercialise any product candidates that receive regulatory approval.

If the Company is unable to obtain funding on a timely basis or on acceptable terms, it may be required to significantly curtail, delay or discontinue one or more of its research or development programs or the commercialisation of any approved product candidates.

The Company receives Australian government research and development grants. If the Company loses funding from these research and development grants, it may encounter difficulties in the funding of future research and development projects, which could harm its operating results.

The Company historically received, and expects to continue to receive, grants through the Australian federal government's Research and Development Tax Incentive program, under which the government provides a cash refund for the 43.5% (2018:43.5%) of eligible research and development expenditures by small Australian entities, which are defined as Australian entities with less than A$20 million in revenue, having a tax loss. The Research and Development Tax Incentive grant is made by the Australian Federal Government for eligible research and development purposes based on the filing of an annual application.

The Company expects to receive a Research and Development Tax Incentive grant of $0.9 million for the financial year ended 30 June 2019. The Company has received Research and Development Tax Incentive grants in the financial years ended 30 June 2018, 2017 and 2016 of $4.0 million, $10.5 million and $3.6 million respectively. This grant is available for the Company's research and development activities in Australia, as well as activities in the United States to the extent such U.S.-based expenses relate to its activities in Australia, do not exceed half the expenses for the relevant activities and are approved by the Australian government. To the extent the Company's research and development expenditures are deemed to be "ineligible," then its grants would decrease.

In addition, the Australian Government may in the future decide to modify the requirements of, reduce the amounts of the grants available under, or discontinue the Research and Development Tax Incentive program. Changes to the Research and Development Tax Incentive program could have a material adverse effect on the Company's future cash flows and financial position.

The Company's product candidates are based on ddRNAi technology. Currently, no product candidates utilising ddRNAi technology have been approved for commercial sale and the Company's approach to the development of ddRNAi technology may not result in safe, effective or marketable products.

The Company has concentrated its product research and development efforts on its ddRNAi technology, and its future success depends on successful clinical development of this technology. The Company plans to progress its product candidates using its ddRNAi technology and deliver therapeutics for the life-threatening conditions of Oculopharyngeal muscular dystrophy (**OPMD**) and hepatitis B.

The scientific research that forms the basis of the Company's efforts to develop product candidates is based on the therapeutic use of ddRNAi and the identification, optimisation and delivery of ddRNAi-based product candidates is relatively new. The scientific evidence to support the feasibility of successfully developing therapeutic treatments based on ddRNAi is preliminary and limited. There can be no assurance that any development and technical problems the Company experiences in the future will not cause significant delays or unanticipated costs, or that such development problems can be solved. The Company may be unable to reach agreement on favourable terms, or at all, with providers of vectors needed to optimise delivery of the Company's product candidates to target disease cells and it may also experience unanticipated problems or delays in expanding its manufacturing capacity or transferring its manufacturing process to commercial partners, any of

which may prevent the Company from completing its preclinical trials, initiating clinical trials or commercialising its products on a timely or profitable basis, if at all.

Only a few product candidates based on ddRNAi have been tested in either animals or humans and a number of clinical trials conducted by other companies using other forms of RNAi technologies have not been successful. The Company may discover that application of ddRNAi does not possess properties required for a therapeutic benefit, such as the ability to continually express shRNAs for the period of time required to be maximally effective or the ability of viral vectors or other technologies to effectively deliver ddRNAi constructs to target cells in therapeutically relevant concentrations. In addition, application of ddRNAi-based products in humans may result in safety issues. The Company currently has only limited data, and no conclusive evidence, to suggest that it can effectively produce effective therapeutic treatments using its ddRNAi technology.

The Company is early in its product development efforts and its current product candidates are still in preclinical or early clinical development. The Company may not be able to obtain regulatory approvals for the commercialisation of some or all of its product candidates.

The research, testing, manufacturing, labelling, approval, selling, marketing and distribution of biologics is subject to extensive regulation by the FDA and other regulatory authorities, and these regulations differ from country to country. The Company does not have any products on the market and are early in its development efforts. All of the Company's ddRNAi product candidates are in preclinical development. All of the Company's current and future product candidates are subject to the risks of failure typical for development of biologics. The development and approval process is expensive and can take many years to complete, and its outcome is inherently uncertain. In addition, the outcome of preclinical testing and early clinical trials may not be predictive of the success of later clinical trials, and interim results of a clinical trial do not necessarily predict final results.

The Company has not submitted a marketing application, or received marketing approval, for any of its product candidates and will not submit any applications for marketing approval for several years. The Company has limited experience in conducting and managing clinical trials necessary to obtain regulatory approvals, including marketing approval by the FDA. To receive marketing approval, the Company must, among other things, demonstrate with evidence from clinical trials that the product candidate is both safe and effective for each indication for which approval is sought, and failure can occur in any stage of development. Satisfaction of the marketing approval requirements typically takes several years and the time needed to satisfy them may vary substantially, based on the type, complexity and novelty of the biopharmaceutical product. The Company cannot predict if or when it might receive regulatory approvals for any of its product candidates currently under development.

The FDA and foreign regulatory authorities also have substantial discretion in the biopharmaceutical product approval process. The numbers, types and sizes of preclinical studies and clinical trials that will be required for regulatory approval varies depending on the product candidate, the disease or condition that the product candidate is designed to address and the regulations applicable to any particular product candidate. Approval policies, regulations or the type and amount of clinical data necessary to gain marketing approval may change during the course of a product candidate's clinical development and may vary among jurisdictions, and there may be varying interpretations of data obtained from preclinical studies or clinical trials, any of which may cause delays or limitations in the marketing approval or the decision not to approve an application. Regulatory agencies can delay, limit or deny marketing approval of a product candidate for many reasons.

Any delay in obtaining or failure to obtain required approvals could materially and adversely affect the Company's ability to generate revenue from the particular product candidate, which likely would result in significant harm to its financial position and adversely impact the price of the Shares or ADSs. Furthermore, any regulatory approval to market a product may be subject to limitations on the indicated uses for which the Company may market the product. These limitations may limit the size of the market for the product.

The Company is not permitted to market its product candidates in the United States or in other countries until it receives approval of a biologics licence application (**BLA**) from the FDA or marketing approval from applicable regulatory authorities outside the United States. Obtaining approval of a BLA can be a lengthy, expensive and uncertain process. If the Company fails to obtain FDA approval to market its product candidates, it will be unable to sell its product candidates in the United States, which will significantly impair its ability to generate revenues. In addition, failure to comply with FDA and non-U.S. regulatory requirements may, either before or after product approval, if any, subject the Company to administrative or judicially imposed sanctions, such as restrictions on the Company's ability to conduct clinical trials, including full or partial clinical holds on ongoing or planned trials, suspension or withdrawal of regulatory approvals, and/or civil and criminal penalties.

Even if the Company does receive regulatory approval to market a product candidate, any such approval may be subject to limitations on the indicated uses for which the Company may market the product. It is possible that none of the Company's existing product candidates or any product candidates it may seek to develop in the future will ever obtain the appropriate regulatory approvals necessary for the Company or its collaborators to commence product sales. Any delay in obtaining, or an inability to obtain, applicable regulatory approvals would prevent the Company from commercialising its product candidates, generating revenues and achieving and sustaining profitability.

The Company may find it difficult to enrol patients in its current and any future clinical trials, and patients could discontinue their participation in the Company's current and any future clinical trials, which could delay or prevent its current and any future clinical trials of its product candidates and make those trials more expensive to undertake.

Identifying and qualifying patients to participate in current and any future clinical trials of the Company's product candidates is critical to its success. The timing of the Company's clinical trials depends on the speed at which it can recruit patients to participate in testing its product candidates. Patients may be unwilling to participate in any future clinical trials because of negative publicity from adverse events in the biotechnology, RNAi or gene therapy industries. Patients may be unavailable for other reasons, including competitive clinical trials for similar patient populations, and the timeline for recruiting patients, conducting trials and obtaining regulatory approval of potential products may be delayed. If the Company has difficulty enrolling a sufficient number of patients to conduct any future clinical trials as planned, it may need to delay, limit or discontinue those clinical trials. Clinical trial delays could result in increased costs, slower product development, setbacks in testing the safety and effectiveness of the Company's technology or discontinuation of the clinical trials altogether.

The Company may not be able to identify, recruit and enrol a sufficient number of patients, or those with required or desired characteristics to achieve diversity in a trial, to complete any future clinical trials in a timely manner. Patient enrolment is affected by various factors, including identifying and diagnosing patients, the severity of the disease under investigation, the design of the clinical trial protocol, the size and nature of the patient population and the eligibility criteria for the trial in question.

The Company or its potential collaborators plan to seek initial marketing approval for its product candidates in Canada, Europe, Israel and the United States. The Company may not be able to initiate or continue any future clinical trials in a timely manner if it cannot enrol a sufficient number of eligible patients to participate in the clinical trials required by the FDA or comparable foreign regulatory agencies. The Company's ability to successfully initiate, enrol and complete a clinical trial in any foreign country is subject to numerous risks unique to conducting business in foreign countries.

In addition, patients enrolled in current and any future clinical trials may discontinue their participation at any time during the trial as a result of a number of factors, including experiencing adverse events, which may or may not be judged related to the Company's product candidates under evaluation. The discontinuation of patients in any one of the Company's trials may cause the Company to delay or discontinue its clinical trial, or cause the results from that trial not to be positive or sufficient to support

either partnering with a pharmaceutical or biotechnology company to further develop and commercialise the product candidate or filing for regulatory approval of the product candidate.

If the Company is unable to successfully develop related diagnostics for its therapeutic product candidates, or experience significant delays in doing so, the Company may not achieve marketing approval or realise the full commercial potential of its therapeutic product candidates.

The Company may develop related diagnostics for some of its therapeutic product candidates. Such related diagnostics are subject to regulation by the FDA and typically to comparable foreign regulatory authorities as medical devices and typically require separate regulatory approval or clearance prior to commercialisation. Marketing approval or clearance of the diagnostic will require sufficient data to support its safety and efficacy. In addition, at least in some cases, the FDA and comparable foreign regulatory authorities may require the development and regulatory approval or clearance of a related diagnostic as a condition to approving the Company's therapeutic product candidates. While the Company has some limited experience in developing diagnostics, it plans to rely in large part on third parties to perform these functions. The Company may seek to enter into arrangements with one or more third parties to create a related diagnostic for use with its current or future product candidates.

If the Company or any third parties that the Company engages to assist it, are unable to successfully develop or obtain marketing approval or clearance for related diagnostics for its therapeutic product candidates, or experience delays in doing so:

- the development of relevant product candidates may be delayed or impaired altogether if the Company is unable to appropriately select patients for enrolment in its clinical trials;

- the Company's relevant therapeutic product candidate may not receive marketing approval if its effective use depends on a related diagnostic in the regulatory authority's judgment; and

- the Company may not realise the full commercial potential of any therapeutic product candidates the receive marketing approval if, among other reasons, the Company is unable to appropriately identify patients with the specific genetic alterations targeted by its therapeutic product candidates.

If any of these events were to occur, the Company's business would be harmed.

Even if the Company completes the necessary preclinical studies and clinical trials, it cannot predict when or if the Company will obtain regulatory approval to commercialise a product candidate or the approval may be for a more narrow indication than the Company expects.

The Company cannot commercialise a product until the appropriate regulatory authorities have reviewed and approved the product candidate. Even if the Company's product candidates demonstrate safety and efficacy in clinical trials, the regulatory agencies may not complete their review processes in a timely manner, or the Company may not be able to obtain regulatory approval. Additional delays may result if an FDA Advisory Committee or comparable foreign regulatory authority recommends non-approval or restrictions on approval. In addition, the Company may experience delays or rejections based upon additional government regulation from future legislation or administrative action, or changes in regulatory agency policy during the period of product development, clinical trials and the review process. Regulatory agencies may also approve a treatment candidate for fewer or more limited indications than requested, may not approve the price the Company intends to charge for its product candidate, may limit the Company's ability to promote the product, may impose significant limitations upon the approval of the product, including, but not limited to, narrow indications, significant warnings, precautions or contraindications with respect to conditions of use, or may grant approval subject to the performance of post-marketing studies. In addition, regulatory agencies may not approve the labelling claims that are necessary or desirable

for the successful commercialisation of the Company's product candidates. The FDA or comparable foreign regulatory authorities may impose a risk evaluation and mitigation strategy (REMS) or other conditions upon the Company's approval that limit its ability to commercialise the product candidate.

Even if the Company obtains and maintains approval for its product candidates from the FDA, the Company may never obtain approval for its product candidates outside of the United States, which would limit the Company's market opportunities and adversely affect its business.

Approval of a product candidate in the United States by the FDA does not ensure approval of such product candidate by regulatory authorities in other countries or jurisdictions, and approval by one foreign regulatory authority does not ensure approval by regulatory authorities in other foreign countries or by the FDA. Sales of the Company's product candidates outside of the United States will be subject to foreign regulatory requirements governing clinical trials and marketing approval. Even if the FDA grants marketing approval for a product candidate, comparable regulatory authorities of foreign countries must also approve the manufacturing and marketing of the product candidates in those countries. Approval procedures vary among jurisdictions and can involve requirements and administrative review periods different from, and greater than, those in the United States, including additional preclinical studies or clinical trials.

Further, clinical trials conducted in one country may not be accepted by regulatory authorities in other countries. Regulatory approval of a product candidate in one country does not ensure approval in any other country, but a failure or delay in obtaining regulatory approval in one country may have a negative effect on the regulatory approval process in other countries.

The Company may not be able to obtain orphan drug exclusivity, where relevant, in all markets for its product candidates.

Of the Company's current pipeline product candidates, only its ddRNAi therapeutic for the treatment of OPMD has been designated with orphan drug status. In January 2018, the FDA granted such designation after OPMD had been designated an orphan drug in January 2017 by the European Commission. Regulatory authorities in some jurisdictions, including the United States, may designate drugs or biological products for relatively small patient populations as orphan drugs.

Under the U.S. Orphan Drug Act of 1983, as amended, the FDA may designate a product as an orphan drug if it is a product intended to treat a rare disease or condition, which is generally defined as a patient population of fewer than 200,000 individuals annually in the United States. The FDA may also designate a product as an orphan drug if it is intended to treat a disease or condition of more than 200,000 individuals in the United States and there is no reasonable expectation that the cost of developing and making a drug or biological product available in the United States for this type of disease or condition will be recovered from sales of the product candidate.

Even if the Company obtains orphan drug exclusivity for a product in the United States or for additional products in the European Union, that exclusivity may not effectively protect the product from competition because different drugs can be approved for the same condition, and the same drug could be approved for a different condition. Even after an orphan drug is approved, the FDA can subsequently approve the same drug, made by a competitor, for the same condition if the FDA concludes that the competitive product is clinically superior in that it is shown to be safer, more effective or makes a major contribution to patient care. In the European Union, the European Medicines Agency (EMA) can approve a competitive product if the orphan drug no longer meets the criteria for orphan designation (including sufficient profitability), if the competitive product is safer, more effective or otherwise clinically superior, or if the orphan drug cannot be supplied in sufficient quantities.

The Company's prospects for successful development and commercialisation of the Company's products are dependent to varying degrees upon the research, development, commercialisation, and marketing efforts of the Company's potential collaborators.

The Company relies on third parties for certain aspects of the research, development, commercialisation and marketing of the Company's current and any future product candidates. Other than as provided for in the Company's collaboration agreements, it has no control over the resources, time and effort that the Company's collaborators may devote to the development of product candidates. The Company is dependent on its collaborators to conduct some aspects of the research and development of each of its product candidates, and expect to need access to them to facilitate and/or to complete the regulatory process. The Company will likely rely on a pharmaceutical company for the successful marketing and commercialisation of any such product candidates for which they/the Company receives approval, if any. There can be no guarantee at this stage that the Company will conclude a partnership with such a company on favourable terms, or at all, nor even if the Company does so, that success will be achieved.

The Company's ability to recognise revenues from successful potential collaborations may be impaired by multiple factors including:

- a collaborator may shift its priorities and resources away from the Company's programs due to a change in business strategies, or a merger, acquisition, sale or downsizing of its company or business unit;
- a collaborator may cease development in an area that is the subject of a collaboration agreement;
- a collaborator may change the success criteria for a particular program or product candidate in development, thereby delaying or ceasing development of such program or product candidate in development;
- a collaborator with commercialisation obligations may not commit sufficient financial or human resources to the marketing, distribution or sale of a product;
- a collaborator with manufacturing responsibilities may encounter regulatory, resource or quality issues and be unable to meet demand requirements;
- a collaborator may exercise its rights under the agreement to discontinue the Company's collaboration;
- a dispute may arise between the Company and a collaborator concerning the development and commercialisation of a product candidate in development, resulting in a delay in milestones, royalty payments, or discontinuation of a program and possibly resulting in costly litigation or arbitration that may divert management attention and resources;
- a collaborator may not adequately protect the intellectual property rights associated with a product candidate; and
- a collaborator may use the Company's proprietary information or intellectual property in such a way as to expose the Company to litigation from a third party.

If the Company's potential collaborators do not perform in the manner the Company expects or fulfil their responsibilities in a timely manner, or at all, the development, regulatory and commercialisation process could be delayed or discontinued or otherwise be unsuccessful. Conflicts between the Company and its collaborators may arise. In the event of discontinuation of one or more of the Company's collaboration agreements, it may become necessary for the Company to assume the responsibility for any such product candidates at its own expense or seek new collaborators. In that

event, the Company likely would be required to limit the size and scope of one or more of its independent programs or increase its expenditures and seek additional funding, which may not be available on acceptable terms or at all, and the Company's business may be harmed.

The Company has not entered into agreements with any third-parties to manufacture, support commercialisation or establish sales and marketing of its product candidates.

The Company has not yet secured manufacturing capabilities for commercial quantities of its product candidates or established facilities in the desired locations to support commercialisation of the Company's product candidates. The Company intends to rely on third-party manufacturers for commercialisation, but has not entered into any agreements with such manufacturers to support its product candidates currently in development. The Company may be unable to negotiate agreements with third-party manufacturers to support its commercialisation activities on commercially reasonable terms.

The Company currently has no sales and marketing organisation and has no experience selling and marketing pharmaceutical products. To successfully commercialise any product candidates that may be approved, the Company will need to develop these capabilities, either through its relationships with collaborators or its own. The Company may seek to enter into collaborations with other entities to utilise their marketing and distribution capabilities, but the Company may be unable to enter into marketing agreements on favourable terms, if at all.

Physicians, patients, third-party payers or others in the medical community may not be receptive to the Company's product candidates, and the Company may not generate any future revenue from the sale or licensing of its product candidates.

Even if the Company obtains approval for a product candidate, it may not generate or sustain revenue from sales of the product if the product cannot be sold at a competitive cost or if it fails to achieve market acceptance by physicians, patients, third-party payers or others in the medical community. These market participants may be hesitant to adopt a novel treatment based on ddRNAi or antisense RNA technology, and the Company may not be able to convince the medical community and third-party payers to accept and use, or to provide favourable reimbursement for, any product candidates developed by the Company or its existing or future collaborators.

The Company faces competition from entities that have developed or may develop product candidates for its target disease indications, including companies developing novel treatments and technology platforms based on modalities and technology similar to the Company's.

The development and commercialisation of pharmaceutical products is highly competitive. The Company competes with a variety of multinational pharmaceutical companies and specialised biotechnology companies, as well as technology being developed at universities and other research institutions. The Company's competitors have developed, are developing or could develop product candidates and processes competitive with its product candidates. Competitive therapeutic treatments include those that have already been approved and accepted by the medical community, patients and third-party payers, and any new treatments that enter the market.

There may be a significant number of products that are currently under development, and may become commercially available in the future, for the treatment of conditions for which the Company is developing, and may in the future try to develop, product candidates.

A variety of risks outside of the Company's control associated with international operations could adversely affect the Company's business.

If any of the Company's product candidates are approved for commercialisation, it is its current intention to market them on a worldwide basis, either alone or in collaboration with others. In addition,

the Company conducts development activities in various jurisdictions throughout the world. The Company expects that it will be subject to additional risks related to engaging in international operations, including different regulatory requirements for approval of biopharmaceutical products in foreign countries, reduced protection for intellectual property rights in certain jurisdictions, unexpected changes in tariffs, trade barriers and regulatory requirements and potential business interruptions resulting from geopolitical actions, including war and terrorism, or natural disasters including earthquakes, typhoons, floods and fires.

The insurance coverage and reimbursement status of newly approved products is uncertain.

The availability of coverage and adequate reimbursement by governmental and private payers is essential for most patients to be able to afford expensive treatments. Sales of the Company's product candidates will depend substantially, both in the United States and abroad, on the extent to which the costs of the Company's product candidates will be paid by health maintenance, managed care, pharmacy benefit and similar healthcare management organisations, or reimbursed by third-party payers. If reimbursement is not available, or is available only to limited levels, the Company may not be able to successfully commercialise its product candidates. Even if coverage is provided, the reimbursement amounts approved by third-party payers may not be high enough to allow the Company to establish or maintain pricing sufficient to realise a return on its investment.

The Company's relationships with third-party payers, healthcare professionals and customers in the United States and elsewhere may be subject to anti-kickback, fraud and abuse, false claims, transparency, health information privacy and security and other healthcare laws and regulations, which could expose the Company to significant penalties.

The Company's relationships with third-party payers, healthcare professionals and customers may expose it to broadly applicable fraud and abuse and other healthcare laws and regulations, including, without limitation, the U.S. Anti-Kickback Statute (**AKS**) and the U.S. False Claims Act (**FCA**), that may constrain the business or financial arrangements and relationships through which the Company sells, markets and distributes any biopharmaceutical products for which it obtains marketing approval. In addition, the Company may be subject to transparency laws and patient privacy regulation by the U.S. federal government and by the U.S. states and foreign jurisdictions in which the Company conducts its business.

Efforts to ensure that the Company's business arrangements with third parties will comply with applicable healthcare laws and regulations may involve substantial costs. It is possible that governmental authorities will conclude that the Company's business practices may not comply with current or future statutes, regulations or case law involving applicable fraud and abuse or other healthcare laws and regulations. If the Company's operations are found to be in violation of any of these laws or any other governmental regulations that may apply to the Company, it may be subject to significant civil, criminal and administrative penalties, including, without limitation, damages, fines, disgorgement, imprisonment, exclusion from participation in government healthcare programs, such as Medicare and Medicaid, and the curtailment or restructuring of the Company's operations, which could have a material adverse effect on its business.

Further, if any of the physicians or other healthcare providers or entities with whom the Company expects to do business is found not to be in compliance with applicable laws, they may be subject to criminal, civil or administrative sanctions, including exclusions from participation in government healthcare programs, which could also materially affect the Company's business.

Negative public opinion and increased regulatory scrutiny of gene therapy and genetic research may damage public perception of the Company's product candidates or compromise its ability to conduct its business or obtain regulatory approvals for the Company's product candidates.

Gene therapy remains a novel technology and no gene therapy product utilising ddRNAi has been approved to date in the United States. Public perception may be influenced by claims that gene therapy is unsafe, and gene therapy may not gain the acceptance of the public or the medical community. In particular, the Company's success will depend upon physicians specialising in the treatment of those diseases that the Company's product candidates target prescribing treatments that involve the use of the Company's product candidates in lieu of, or in addition to, existing treatments they are already familiar with and for which greater clinical data may be available. More restrictive government regulations or negative public opinion would have a negative effect on the Company's business or financial condition and may delay or impair the development and commercialisation of the Company's product candidates or demand for any products the Company may develop.

The Company may not successfully engage in strategic transactions or enter into new collaborations, which could adversely affect the Company's ability to develop and commercialise product candidates, impact its cash position, increase its expenses and present significant distractions to its management.

From time to time, the Company may consider additional strategic transactions, such as collaborations, acquisitions, asset purchases or sales and out- or in-licensing of product candidates or technologies. In particular, the Company will evaluate and, if strategically attractive, seek to enter into additional collaborations, including with major biotechnology or pharmaceutical companies. The competition for collaborators is significant, and the negotiation process is time-consuming and complex. Any new collaboration may be on terms that are not optimal for the Company, and it may not be able to maintain any new or existing collaboration if, for example, development or approval of a product candidate is delayed, sales of an approved product candidate do not meet expectations or the collaborator discontinues the collaboration. Any such collaboration, or other strategic transaction, may require the Company to incur non-recurring or other charges, increase its expenditures, pose significant integration or implementation challenges or disrupt its management or business.

Accordingly, although there can be no assurance that the Company will undertake or successfully complete any additional transactions of the nature described above, any transactions that the Company does complete may be subject to the foregoing or other risks and have a material adverse effect on its business, results of operations, financial condition and prospects. Conversely, any failure to enter any collaboration or other strategic transaction that would be beneficial to the Company could delay and make more expensive the development and potential commercialisation of its product candidates and have a negative impact on the competitiveness of any product candidate that reaches market.

Any inability to attract and retain qualified key management and technical personnel would impair the Company's ability to implement its business plan.

The Company's success largely depends on the continued service of key management and other specialised personnel, including Dr. Jerel Banks (Chief Executive Officer) and Ms. Megan Boston (Executive Director and Head of Operations Australia). The loss of one or more members of the Company's management team or other key employees or advisors, if not adequately replaced, could delay or increase the cost of the Company's research and development programs and materially harm the Company's business, financial condition, results of operations and prospects.

The Company's collaborations with outside scientists and consultants may be subject to restriction and change.

The Company works with medical experts, chemists, biologists and other scientists at academic and other institutions, and consultants who assist it in the Company's research, development and regulatory efforts, including the members of its scientific advisory board. In addition, these scientists and consultants have provided, and the Company expects that they will continue to provide, valuable

advice regarding its programs and regulatory approval processes. These scientists and consultants are not the Company's employees and may have other commitments that would limit their future availability to the Company. If a conflict of interest arises between their work for the Company and their work for another entity, the Company may lose their services. In addition, the Company is limited in its ability to prevent them from establishing competing businesses or developing competing products. For example, if a key scientist acting as a principal investigator in any of the Company's future clinical trials identifies a potential product or compound that is more scientifically interesting to his or her professional interests, his or her availability to remain involved in any future clinical trials could be restricted or eliminated.

The Company may experience difficulties in managing its growth and expanding its operations.

The Company has limited experience in development and commercialisation of pharmaceutical products. As the Company's product candidates continue to advance through preclinical studies and any future clinical trials and potentially toward regulatory approval and commercial sale, the Company will need to expand its development, regulatory, manufacturing and sales capabilities or contract with other organisations to provide these capabilities for the Company. In the future, the Company expects to have to manage additional relationships with collaborators or partners, suppliers and other organisations. The Company's ability to manage its operations and future growth will require it to continue to improve its operational, financial and management controls, reporting systems and procedures. The Company may not be able to implement improvements to its management information and control systems in an efficient or timely manner and may discover deficiencies in existing systems and controls.

The Company's employees, independent contractors, principal investigators, CROs, consultants and vendors may engage in misconduct or other improper activities, including noncompliance with regulatory standards and insider trading.

The Company is exposed to the risk of fraud or other misconduct by its employees, independent contractors, principal investigators, contract research organisations (**CROs**), consultants, commercial partners and vendors. Misconduct by these parties could include intentional failures to comply with the regulations of the FDA and comparable foreign regulators, provide accurate information to the FDA and comparable foreign regulators, comply with healthcare fraud and abuse laws and regulations in the United States and abroad, report financial information or data accurately or disclose unauthorised activities to the Company. In particular, sales, marketing and business arrangements in the healthcare industry are subject to extensive laws and regulations intended to prevent fraud, misconduct, kickbacks, self-dealing and other abusive practices. These laws and regulations may restrict or prohibit a wide range of pricing, discounting, marketing and promotion, sales commission, customer incentive programs and other business arrangements. Such misconduct could also involve the improper use of information obtained in the course of any future clinical trials, which could result in regulatory sanctions and cause serious harm to the Company's reputation.

The Company could face potential product liability and, if successful claims are brought against it, the Company may incur substantial liability and costs.

The use of the Company's product candidates in clinical trials and the sale of any products for which the Company may in the future obtain marketing approval exposes it to the risk of product liability claims. Product liability claims might be brought against the Company by consumers, healthcare providers, pharmaceutical companies or others selling or otherwise coming into contact with its product candidates. There is a risk that the Company's product candidates may induce adverse events. If the Company cannot successfully defend against product liability claims, it could incur substantial liability and costs. In addition, regardless of merit or eventual outcome, product liability claims may result in impairment of the Company's business reputation, withdrawal of clinical trial participants, costs due to related litigation, distraction of management's attention from the

Company's primary business and, if the Company was to be unsuccessful in defending a claim, substantial monetary awards to patients or other claimants.

The Company and its development partners, third-party manufacturers and suppliers use biological materials and may use hazardous materials, and any claims relating to improper handling, storage or disposal of these materials could be time consuming or costly.

The Company and its development partners, third-party manufacturers and suppliers may use or produce hazardous materials including hazardous waste products, chemicals and biological agents and compounds that could be dangerous to human health and safety or the environment. National, state and local laws and regulations in the United States, Australia and other countries govern the use, generation, manufacture, storage, handling and disposal of these materials and wastes. Compliance with applicable environmental laws and regulations may be expensive, and current or future environmental laws and regulations may impair the Company's product development and commercialisation efforts. In addition, the Company cannot entirely eliminate the risk of accidental injury or contamination from these materials or wastes. The Company does not carry specific biological or hazardous waste insurance coverage, and its property, casualty and general liability insurance policies specifically exclude coverage for damages and fines arising from biological or hazardous waste exposure or contamination. Accordingly, in the event of contamination or injury, the Company could be held liable for damages or be penalised with fines in an amount exceeding its resources, and any future clinical trials, regulatory approvals or product commercialisation progress could be suspended.

The Company's internal computer and information technology systems, or those of its collaborators and other development partners, third-party CROs or other contractors or consultants, may fail or suffer security breaches, which could result in a disruption of the Company's product development programs.

Despite the implementation of security measures, the Company's internal computer and information technology systems and those of its current and any future CROs and other contractors, consultants and collaborators are vulnerable to damage from computer viruses, cyber-attacks, unauthorised access, natural disasters, terrorism, war and telecommunication and electrical failures. Such events could cause interruptions of the Company's operations. While the Company has not experienced any material system failure, accident or security breach to date, if such an event were to occur and cause interruptions in the Company's operations, it could result in a disruption of its development programs and its business operations, whether due to a loss of the Company's trade secrets or other similar disruptions.

The Company's current laboratory operations are concentrated in one location and any events affecting this location may seriously compromise the Company's ability to operate its business and continue the development of its product candidates.

The Company's current laboratory operations are located in its facility situated in Hayward, California. Any unplanned event, such as flood, fire, explosion, earthquake, extreme weather condition, medical epidemics, power shortage, telecommunication failure or other natural or manmade accidents or incidents that result in the Company being unable to fully utilise the facility, may compromise its ability to operate its business, particularly on a daily basis, cause the Company financial losses and inhibit or delay its continued development of its product candidates.

If the Company is unable to obtain or protect intellectual property rights related to its product candidates, the Company may not be able to obtain exclusivity for its product candidates or prevent others from developing similar competitive products.

The Company relies upon a combination of patents, know-how, trade secret protection and confidentiality agreements to protect the intellectual property related to its product candidates.

The patent application process, also known as patent prosecution, is expensive and time-consuming, and the Company and its current or future licensors and licensees may not be able to prepare, file, and prosecute all necessary or desirable patent applications at a reasonable cost or in a timely manner. It is also possible that the Company or its current licensors or licensees, or any future licensors or licensees, will fail to identify patentable aspects of inventions made in the course of development and commercialisation activities before it is too late to obtain patent protection on them. Therefore, the Company's patents and patent applications may not be prosecuted and enforced in a manner consistent with the best interests of the Company's business. It is possible that defects of form in the preparation or filing of the Company's patents or patent applications may exist, or may arise in the future, for example with respect to proper priority claims, inventorship, claim scope, patent term adjustments, etc., although the Company is unaware of any such defects.

The Company relies on licence relationships with a number of third parties for portions of its intellectual property, including platform technology patents relating to its ddRNAi technology.

The Company has in-licensed certain ddRNAi-related and antisense RNA intellectual property from third-party licensors. The Company relies on some of these third parties to file and prosecute patent applications and maintain patents and otherwise protect the intellectual property the Company licenses. The Company has not had and do not have primary control over these activities for certain of its patents or patent applications and other intellectual property rights the Company licenses, and therefore cannot guarantee that these patents and applications will be prosecuted or enforced in a manner consistent with the best interests of its business, or that such activities by third parties have been or will be conducted in compliance with applicable laws and regulations or will result in valid and enforceable patents and other intellectual property rights.

Third-party claims of intellectual property infringement may prevent or delay the Company's development and commercialisation efforts.

The Company's commercial success depends in part on its avoiding infringement of the patents and proprietary rights of third parties. There is a substantial amount of litigation, both within and outside the United States, involving patent and other intellectual property rights in the biotechnology and pharmaceutical industries, including patent infringement lawsuits, interferences, oppositions and inter partes review proceedings before the United States Patent and Trademark Office (USPTO), and corresponding foreign patent offices. Numerous U.S. and foreign issued patents and pending patent applications, which are owned by third parties, exist in the fields in which the Company is pursuing development candidates. As the biotechnology and pharmaceutical industries expand and more patents are issued, the risk increases that the Company's product candidates may be subject to claims of infringement of the patent rights of third parties.

The Company may not be successful in obtaining or maintaining necessary rights to gene therapy product components and processes for its development pipeline through acquisitions and in-licenses.

Presently the Company has rights to intellectual property to develop its current gene therapy product candidates. However, the Company's product candidates may require specific formulations to work effectively and efficiently and rights to such formulations may be held by others. In addition, the Company may need additional intellectual property rights as it develops future therapy product candidates. The Company may be unable to acquire or in-license any compositions, methods of use, processes or other third-party intellectual property rights from third parties that it identifies on terms that the Company finds acceptable, or at all.

The Company may enter into licence agreements with third parties, and if it fails to comply with its obligations in such agreements under which the Company licenses intellectual property rights from third parties or otherwise experience disruptions to its business

relationships with its licensors, the Company could lose licence rights that are important to its business.

The Company may need to obtain licences from third parties to advance its research or allow commercialisation of its product candidates, and the Company has done so from time to time. The Company may fail to obtain any of these licences at a reasonable cost or on reasonable terms, if at all. In that event, the Company may be required to expend significant time and resources to develop or license replacement technology. If the Company is unable to do so, it may be unable to develop or commercialise the affected product candidates.

Further, if disputes over intellectual property that the Company has licensed prevent or impair its ability to maintain its current licensing arrangements on acceptable terms, the Company may be unable to successfully develop and commercialise the affected product candidates.

The Company may be involved in lawsuits to protect or enforce its patents or the patents of its licensors, which could be expensive, time-consuming and unsuccessful, and issued patents covering its product candidates could be found invalid or unenforceable if challenged in court.

Competitors may infringe the Company's patents or the patents of its licensors. To counter infringement or unauthorised use, the Company may be required to file infringement claims, which can be expensive and time-consuming. In addition, in an infringement proceeding, a court may decide that a patent of the Company's or its licensors is not valid, is unenforceable or is not infringed, or may refuse to stop the other party from using the technology at issue on the grounds that the Company's patents do not cover the technology in question. An adverse result in any litigation or defence proceedings could put one or more of the Company's patents at risk of being invalidated or interpreted narrowly and could put the Company's patent applications at risk of not issuing.

The Company's results of operations will be affected by the level of royalty payments that it is required to pay to third parties.

The Company is a party to license agreements that require it to remit royalty payments and other payments related to in-licensed intellectual property. Under the Company's in-license agreements, it may pay up-front fees and milestone payments and be subject to future royalties. The Company cannot precisely predict the amount, if any, of royalties it will owe in the future, and if its calculations of royalty payments are incorrect, the Company may owe additional royalties, which could negatively affect its results of operations.

The licences the Company grants to its collaborators to use its ddRNAi technology are exclusive to the development of product candidates for certain conditions.

Some of the out-licenses the Company grants to its collaborators to use its ddRNAi technology are exclusive to the development of product candidates for certain conditions, so long as the Company's collaborators comply with certain requirements. That means that once the Company's ddRNAi technology is licensed to a collaborator for a specified condition, the Company is generally prohibited from developing product candidates for that condition and from licensing the ddRNAi to any third party for that condition. The limitations imposed by these exclusive licences could prevent the Company from expanding its business and increasing its development of product candidates with new collaborators, both of which could adversely affect the Company's business and results of operations.

Changes in U.S. patent law could diminish the value of patents in general, thereby impairing the Company's ability to protect its products.

As is the case with other biotechnology companies, the Company's success is heavily dependent on intellectual property, particularly patents. Obtaining and enforcing patents in the biotechnology

industry involve both technological and legal complexity, and it therefore is costly, time-consuming and inherently uncertain. In addition, on 16 September 2011, the United States Leahy-Smith America Invents Act (**Leahy-Smith Act**), was signed into law. The Leahy-Smith Act includes a number of significant changes to U.S. patent law, including provisions that affect the way patent applications will be prosecuted and may also affect patent litigation.

Future changes to the laws and regulations in the United States, Australia or elsewhere governing patents could change in unpredictable ways that would weaken the Company's ability to obtain new patents or to enforce its existing patents and patents that the Company might obtain in the future.

General risks

The market price and trading volume of the Shares or ADSs may be volatile and may be affected by economic conditions beyond the Company's control.

The market price of the Company's Shares or ADSs may be highly volatile and subject to wide fluctuations. In addition, the trading volume of the Shares or ADSs may fluctuate and cause significant price variations to occur. If the market price of the Shares or ADSs declines significantly, holders may be unable to resell their Shares or ADSs at or above your purchase price, if at all. The market price of the Shares or ADSs may fluctuate or significantly decline in the future.

ADS holders may be subject to additional risks related to holding ADSs rather than Shares.

ADS holders do not hold Shares directly and, as such, are subject to, among others, the following additional risks:

- The Company will not treat ADS holders as one of its shareholders and ADS holders will not be able to exercise shareholder rights, except through the Depositary as permitted by the Deposit Agreement.

- Distributions, if any, on the Shares represented by ADSs will be paid to the Depositary, and before the Depositary makes a distribution to ADS holders, any withholding taxes that must be paid will be deducted. Additionally, if the exchange rate fluctuates during a time when the Depositary cannot convert the foreign currency, ADS holders may lose some or all of the value of the distribution. Any distribution will be paid to ADS holders after deducting the fees and expenses of the Depositary. However, in accordance with the limitations set forth in the Deposit Agreement, it may be unlawful or impractical to make a distribution available to holders of ADSs. The Company has no obligation to take any other action to permit the distribution of the ADSs, Shares, rights or anything else to holders of the ADSs.

- The Company and the Depositary may amend or terminate the Deposit Agreement without the ADS holders' consent in a manner that could prejudice ADS holders.

Currency fluctuations may adversely affect the price of the Company's Shares and ADSs

The Company's Shares are quoted in Australian dollars on the ASX and the ADSs are quoted in U.S. dollars on the Nasdaq. Movements in the Australian dollar/U.S. dollar exchange rate may adversely affect the U.S. dollar price of the ADSs. In the past year the Australian dollar has generally weakened against the U.S. dollar. However, this trend may not continue and may be reversed. If the Australian dollar weakens against the U.S. dollar, the U.S. dollar price of the ADSs could decline, even if the price of the Company's Shares in Australian dollars increases or remains unchanged.

The Company has never declared or paid dividends on its Shares and the Company does not anticipate paying dividends in the foreseeable future.

The Company has never declared or paid cash dividends on its Shares. For the foreseeable future, the Company currently intends to retain all available funds and any future earnings to support its operations and to finance the growth and development of its business. Any future determination to declare cash dividends will be made at the discretion of the Company's board of directors, subject to compliance with applicable laws and covenants under current or future credit facilities. The Company does not anticipate paying any cash dividends on its Shares in the foreseeable future.

Concluding Comment

The above list of risk factors ought not to be taken as an exhaustive one of the risks faced by the Company or by investors in the Company. The above factors, and others not specifically referred to above, may in the future materially affect the financial performance of the Company and the value of the Purchase Warrants issued under this Prospectus, or any New Shares issued on exercise of a Purchase Warrant.

Therefore, the New Shares issued on exercise of a Purchase Warrant carry no guarantee with respect to the payment of dividends, returns of capital or the likely trading price/s of those Shares. There is a material risk that an investment in Shares or ADSs in the Company will return less than the amount invested, or provide no return at all.

Investment in the Company must be regarded as highly speculative and neither the Company nor any of its Directors or any other party associated with the preparation of this Prospectus guarantee that any specific objectives of the Company the Company will be achieved or that any particular performance of the Company or of the Shares, including those offered under this Prospectus, will be achieved.

5. Additional information

5.1 Continuous disclosure and documents available for inspection

The Company is admitted to the ASX official list and is a "**disclosing entity**" for the purposes of the Corporations Act and is subject to regular continuous disclosure and periodic reporting obligations, as prescribed in the ASX Listing Rules, which require (among other things) that the Company disclose to the market (in the form of an ASX announcement) any information concerning it that a reasonable person would expect to have a material effect on the price or value of the Company's securities, once it becomes aware of such information. The information by the Company through ASX announcements is available on the ASX website www.asx.com.au.

Copies of documents lodged with the ASIC (including the Company's constitution) in relation to the Company may be obtained from or inspected at, an office of ASIC. Upon request, the Company will provide persons with a copy (free of charge) of:

- the 2019 Annual Report; and
- all continuous disclosure documents issued by the Company since the lodgement of the 2019 Annual Report on 29 August 2019.

The following is a list of the continuous disclosure documents issued by the Company between the date of lodgement of the 2019 Annual Report and the date of this Prospectus:

Date	Announcement
29/08/2019	Appendix 4G and 2019 Corporate Governance Statement
16/09/2019	Benitec Provides Update on BB-301 OPMD Program
19/09/2019	Ladenburg Thalmann 2019 Healthcare Conference
24/09/2019	Ladenburg Thalmann Conference Presentation
01/10/2019	Benitec Announces US$2.25 Million Registered Direct Offering
01/10/2019	Notice under Listing Rule 3.10.5A
01/10/2019	Appendix 3B - Warrants
01/10/2019	Appendix 3B - Registered Direct Offering
01/10/2019	Cleansing Notice
02/10/2019	Change in substantial holding
03/10/2019	Becoming a substantial holder
07/10/2019	Becoming a substantial holder
11/10/2019	Change in substantial holding
28/10/2019	Notice of Annual General Meeting/Proxy Form
31/10/2019	Appendix 4C - quarterly
18/11/2019	Benitec changes ADS ratio

27/11/2019	Change in substantial holding
27/11/2019	Benitec announces re-domiciliation
28/11/2019	Appendix 3B
29/11/2019	Chairman's Presentation to Shareholders
29/11/2019	Results of Meeting
02/12/2019	Change in substantial holding
02/12/2019	Change in substantial holding
02/12/2019	Cleansing notice
05/12/2019	Appendix 2A

5.2 Information excluded from continuous disclosure notices

As at the date of this Prospectus, there is no information that has not been disclosed under the continuous disclosure requirements of the Listing Rules and which the Board considers would reasonably require in order to assess the Company's assets and liabilities, financial position and prospects and the rights and liabilities attaching to Shares, ADSs, Purchase Warrants or other securities in the Company.

5.3 Rights Attaching to New Shares

On issue, the New Shares will rank equally in all respects with existing Shares. Full details of the rights attaching to Shares are set out in the Company's constitution, a copy of which can be inspected, free of charge, at the Company's registered office during normal business hours.

The following is a broad summary of the rights, privileges and restrictions attaching to all Shares. This summary is not exhaustive and does not constitute a definitive statement of the rights and liabilities of Shareholders.

(a) General Meetings and Notice

Each Shareholder is entitled to receive notice of all general meetings of the Company and to receive all notices, accounts and other documents required to be sent to Shareholders under the Company's constitution, the Corporations Act or the Listing Rules. Shareholders are entitled to be present in person, or by proxy, attorney or representative to attend and vote at general meetings of the Company. Shareholders may requisition meetings in accordance with section 249D of the Corporations Act.

(b) Voting Rights

Subject to any rights or restrictions for the time being attached to any class or classes of Shares, at general meetings of Shareholders or classes of Shareholders:

(i) each Shareholder entitled to vote may vote in person or by proxy, attorney or representative;

(ii) on a show of hands, every person present who is a Shareholder or a proxy, attorney or representative of a Shareholder entitled to vote has one vote; and

(iii) on a poll, every person present who is a Shareholder or a proxy, attorney or representative of a Shareholder entitled to vote shall, in respect of each fully paid Share held by him or her, or in respect of which he or she is appointed a proxy, attorney or representative, have one vote for every fully paid Share, but in respect of partly paid Shares shall have a fraction of a vote equal to the proportion that the amount paid bears to the issue price of the Shares.

(c) Dividend Rights

While there is no guarantee of any dividends or distributions by the Company, the Directors may from time to time declare dividends in compliance with the Corporations Act. Subject to the rights of persons entitled to Shares with special rights as to dividends (at present there are none), all dividends are paid in the proportion that the amounts paid on those Shares bear to the issue price of the Shares.

(d) Issue of further Shares

The Directors may, subject to any restrictions imposed by the Company's constitution, the Listing Rules and the Corporations Act, increase, divide, consolidate or reduce the Company's share capital on such terms and conditions as they see fit.

(e) Transfer of Shares

Shares in the Company are freely transferable, subject to formal requirements, and so long as the registration of the transfer does not result in a contravention of or failure to observe the provisions of a law of Australia and the transfer is not in breach of the Corporations Act or the Listing Rules.

(f) Winding Up

If the Company is wound up, the liquidator may, with the authority of a special resolution, divide among the Shareholders in kind the whole or any part of the property of the Company, and may for that purpose set such value as he or she considers fair upon any property to be so divided, and may determine how the division is to be carried out as between the Shareholders or different classes of Shareholders.

(g) Variation of Rights

The Company may, subject to the Corporations Act and with the sanction of a special resolution passed at a meeting of Shareholders, or with the written consent of the majority of Shareholders in the affected class, vary or abrogate the rights attaching to Shares.

5.4 Rights attaching to Purchase Warrants

The terms of issue for the Purchase Warrants are set out in full in the Annexure to this Prospectus. Set out below is a summary of the key terms of the Purchase Warrants.

Issue price

The Purchase Warrants will be issued to the Investors on the date of this Prospectus for a nil purchase price pursuant to the Securities Purchase Agreement, as part of the consideration to the Investors for subscribing for the ADSs and Pre-Funded Warrants.

Exercise period and exercise price

The Purchase Warrants are exercisable, in whole or in part, any time from the date of issue until the fifth anniversary of the date of issue. The exercise price for each Purchase Warrant is US$7.00 for each ADS issued on exercise of a Purchase Warrant. For illustration purposes only, this is equivalent

to US$0.035 (approximately A$0.052[10]) per New Share underlying the ADSs issued on exercise of a Purchase Warrant.

Should the Purchase Warrants be exercised in whole, the Company would raise approximately US$2.25 million (approximately A$3.33 million[11]) before expenses. Details of the expenses of the Offer are set out in Section 5.12.

The Purchase Warrants are exercisable into a number of New Shares (to be represented by ADSs) equal to the number of Shares represented by the RDO ADSs and Pre-Funded Warrants (assuming they were exercised in full) acquired by that Investor in the Registered Direct Offering.

The Purchase Warrants are exercisable into 321,286 ADSs in aggregate (representing 64,257,200 New Shares).

The Purchase Warrants may be exercised by means of a "cashless exercise", whereby the holder is entitled to receive a number of ADSs as calculated in accordance with the following formula:

$$N = \frac{(A - B) \times X}{A}$$

where:

N:the number of ADSs to be issued on cashless exercise;

A: the daily volume weighted average price of the ADSs;

B: the exercise price of the Pre-Funded Warrant; and

X: the number of ADSs issuable upon exercise of the Purchase Warrant.

Shares underlying the ADSs issued on exercise of the Purchase Warrants will rank pari passu with Shares then on issue.

Limitation on exercise

The holder of a Purchase Warrant may not exercise the warrant if and to the extent that the issue of ADSs on exercise, together with any other ADSs or Shares already beneficially owned (as that term is defined in Section 13(d) of the U.S. Exchange Act of 1934, as amended, and the rule and regulations promulgated thereunder) the by the holder or its affiliates, would exceed 9.99% of the total Shares on issue.

Adjustments

In the event of a subdivision or consolidation of the Company's share capital, a return of capital or capital reduction, bonus issue, pro rata distribution or other reorganisation or return of capital, the maximum number of ADSs issuable upon exercise of, and the exercise price of, the Purchase Warrants, shall be adjusted in accordance with the Listing Rules.

In the event a control transaction occurs in respect of the Company and the acquirer acquires at least 50% of the Shares then on issue, or such other transaction occurs involving the transfer of all or substantially all of the assets of the Company, the holder of a Purchase Warrant shall, at its

[10] Based on the AUD/USD exchange rate on 30 November 2019 of A$0.6760/USD.

[11] Based on the AUD/USD exchange rate on 30 November 2019 of A$0.6760/USD.

election, be entitled to receive the relevant consideration in exchange for its ADSs as if it had exercised its Purchase Warrant in whole (without regard to the limitation on exercise).

Transferability

The Purchase Warrants are transferrable and may be divided or combined with other warrants.

5.5 Interests of Directors

Other than as announced to ASX or set out below or elsewhere in this Prospectus, no Director, or any entity in which a Director is a partner or director, has or has had in the 2 years before the date of this Prospectus, any interest in:

- the formation or promotion of the Company;
- property acquired or proposed to be acquired by the Company in connection with its formation or promotion of the Offer; or
- the Offer,

and no amounts have been paid or agreed to be paid (in cash, Shares or otherwise) and no other benefit has been given or agreed to be given to any Director or to any entity in which a Director is a partner or a Director, either to induce him to become, or qualify as, a Director or otherwise for services rendered by him or by the entity in connection with the formation or promotion of the Company or the Offer.

5.6 Interests in existing securities

(a) Interests of Directors – Existing Shareholdings

The interests of the Directors (including via controlled entities) in the securities of the Company at the date of this Prospectus are as follows:

Director	Total interests
Dr Jerel Banks	None
Mr Peter Francis	90,000 Shares (held directly) 546,261 Shares (held by an entity controlled by Mr Francis) 1,400,000 unlisted options over Shares with an exercise price of $0.77 and an expiry date of 12 November 2020 (held directly)
Mr Kevin Buchi	1,448,210 Shares (held directly) 840,000 unlisted options over Shares with an exercise price of $0.77 and an expiry date of 12 November 2020 (held directly)
Ms Megan Boston	100,000 Shares (held by an entity controlled by Ms Boston)

(b) Interests of Directors – Participation in the Offer

None of the Directors will participate in the Offer.

(c) Remuneration of Directors

The remuneration of the Directors remains as described in the Company's 2019 Annual Report.

5.7 Related Party Transactions

There are no related party transactions entered into that have not been disclosed in this Prospectus or otherwise disclosed to ASX.

5.8 Interests of experts and advisers

Other than as set out below or elsewhere in this Prospectus, no:

- person named in this Prospectus as performing a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Prospectus;
- promoter of the Company; or
- underwriter to the issue or a financial services licensee named in this Prospectus as a financial services licensee involved in the issue,

holds, or has held in the two years before the date of lodgement of this Prospectus with ASIC, any interest in:

- the formation or promotion of the Company;
- property acquired or proposed to be acquired by the Company in connection with its formation or promotion of the Offer or the Offer itself; or
- the Offer,

and no amounts have been paid or agreed to be paid (in cash, Shares or otherwise) and no other benefit has been given or agreed to be given to any of the above persons for services rendered by him or by the entity in connection with the formation or promotion of the Company or the Offer.

Baker & McKenzie have acted as solicitors for the Company in relation to the Offer. The Company will pay Baker & McKenzie approximately $30,000 in relation to this Prospectus. The Company may pay Baker & McKenzie further fees in accordance with their usual time based charge out rates.

5.9 Restricted securities

None of the Company's issued securities are 'restricted securities' (as defined in the Listing Rules).

5.10 Offers outside Australia

This Prospectus does not, and is not intended to, constitute an offer of securities in any place or jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer or to issue or distribute this Prospectus.

The distribution of this Prospectus in jurisdictions outside Australia may be restricted by law and persons who come into possession of this Prospectus should seek advice on and observe any such

restrictions. Any failure to comply with such restrictions may constitute a violation of applicable securities laws.

5.11 Taxation

The Directors do not consider that it is appropriate to provide investors with advice regarding the taxation consequences of accepting the Offer under this Prospectus. The Company, its advisers and officers, do not accept any responsibility or liability for any taxation consequences to investors in respect of any issue.

5.12 Expenses of the Offer

The total expenses of the Offer are estimated to be approximately up to $35,000, comprising ASIC lodgement fees, legal fees, share registry fees and printing and other administrative expenses.

5.13 Legal proceedings

To the Director' knowledge, there is no material litigation, arbitration or proceedings pending against or involving the Company as at the date of this Prospectus.

5.14 Material Contracts

The Company has not entered into any material contracts other than those which have been the subject of an ASX announcement or referred to in this Prospectus.

5.15 Consents

Each person who is named in this Prospectus as having made a statement (i) included in this Prospectus, or (ii) on which a statement made in this Prospectus is based has given their consent to being named and to the inclusion of any statements attributed to them in the form and context in which they are included and have not withdrawn that consent before lodgement of this Prospectus with ASIC or, to the Directors knowledge, before any issue of New Shares or Purchase Warrants pursuant to this Prospectus.

This Prospectus is issued by the Company and its issue has been authorised by a resolution of the Directors.

Each of the Directors of the Company has consented in writing to the lodgement of this Prospectus in accordance with section 720 of the Corporations Act and has not withdrawn that consent.

Dated 6 December 2019

By: **Dr Jerel Banks**
Executive Chairman and Chief Executive Officer
For and on behalf of the Board of Benitec Biopharma Limited

6. Definitions

2019 Annual Report means the Company's annual report for the financial year ended 30 June 2019, which was released to ASX on 29 August 2019.

$** or **A$ or **AUD** is a reference to the lawful currency of Australia.

American Depositary Share or **ADS** means an American Depositary Share representing 20 Shares in the Company, which trade on the Nasdaq Global Select Market under the symbol "BNTC".

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited ACN 008 624 691 and the market operated by it, as the context dictates.

Company means Benitec Biopharma Limited ABN 64 068 943 662.

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

Deposit Agreement means the deposit agreement dated 30 May 2014 between the Company, the Depositary and each holder from time to time of ADSs.

Depositary means The Bank of New York Mellon, as depositary under the Company's American Depositary Receipt program.

Directors or **Board** means the board of directors of the Company.

Expiry Date has the meaning given to it in Section 2.1.

Investors has the meaning given to it in Section 2.1.

Listing Rules means the listing rules of ASX.

Nasdaq means the Nasdaq Capital Market or the operator of that market, as the case may be.

New Share means a Share issued on exercise of a Purchase Warrant.

Offer has the meaning given to it in Section 2.1.

Pre-Funded Warrants has the meaning given to it in Section 2.1.

Prospectus means this prospectus as modified or varied by any supplementary prospectus made by the Company and lodged with ASIC from time to time.

Purchase Warrant has the meaning given to it in Section 2.1. The terms of issue of the Purchase Warrants are set in in the Annexure to this Prospectus.

RDO ADS has the meaning given to it in Section 2.1.

Registered Direct Offering has the meaning given to it in Section 2.1.

Section means a section of this Prospectus.

Securities Act means the United States Securities Act of 1933, as amended.

Securities Purchase Agreement has the meaning given to it in Section 2.1.

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

U.S. or United States is a reference to the United States of America.

USD or **US$** are references to the lawful currency of the United States of America.

Annexure - Terms of issue of Purchase Warrants

NEITHER THIS SECURITY NOR THE SECURITIES INTO WHICH THIS SECURITY IS EXERCISABLE HAS BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. THIS SECURITY AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT WITH A REGISTERED BROKER-DEALER OR OTHER LOAN WITH A FINANCIAL INSTITUTION THAT IS AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501(a) UNDER THE SECURITIES ACT OR OTHER LOAN SECURED BY SUCH SECURITIES.

SERIES 2 AMERICAN DEPOSITARY SHARES PURCHASE WARRANT

BENITEC BIOPHARMA LIMITED

Warrant ADSs: Issue Date:

THIS SERIES 2 AMERICAN DEPOSITARY SHARES PURCHASE WARRANT (the "Warrant") certifies that, for value received, _____ or its assigns (the "Holder") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the date hereof (the "Initial Exercise Date") and on or prior to the five (5) year anniversary of the issuance date, provided, however, that if such date is not a Trading Day, the Termination Date shall be the immediately following Trading Day (the "Termination Date"), but not thereafter, to subscribe for and purchase from Benitec Biopharma Limited, an Australian public company incorporated under the laws of the Commonwealth of Australia (the "Company"), up to _____ American Depositary Share ("ADSs"), each ADS representing twenty (200) ordinary shares, no par value, of the Company (the "Ordinary Shares") (as subject to adjustment hereunder, the "Warrant Shares") (the ADSs issuable hereunder, the "Warrant ADSs"). The purchase price of one ADS under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b).

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain Securities Purchase Agreement (the "Purchase Agreement"), dated as of September 30, 2019, among the Company and purchasers signatory thereto.

Section 2. Exercise.

a) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Company or the Depositary, as applicable, of a duly executed facsimile copy or PDF copy submitted by electronic (or e-mail attachment) of the Notice of Exercise in the form annexed hereto ("Notice of Exercise"). Within two (2) Trading Days following the date of exercise as aforesaid, the Holder shall deliver the aggregate Exercise Price for the ADSs specified in the applicable Notice of Exercise by wire transfer or cashier's check drawn on a United States bank, unless the cashless exercise procedure specified in Section 2(c) below is specified in the applicable Notice of Exercise. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise be required. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant ADSs available hereunder and the Warrant has been exercised in full, in which case the Holder shall surrender this Warrant to the Company for cancellation within three (3) Trading Days of the date on which the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant ADSs available hereunder shall have the effect of lowering the outstanding number of Warrant ADSs purchasable hereunder in an amount equal to the applicable number of Warrant ADSs purchased. The Holder and the Company shall maintain records showing the number of Warrant ADSs purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise within one (1) Business Day of receipt of such notice. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant ADSs hereunder, the number of Warrant ADSs available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

b) Exercise Price. The exercise price per ADS under this Warrant shall be $7.00, subject to adjustment hereunder (the "Exercise Price").

c) Cashless Exercise. If at any time after the six-month anniversary of the Issue Date, either (i) there is no effective registration statement registering, or no current prospectus available for, the resale of the Warrant ADSs by the Holder or (ii) the Depositary or the Company indicates to the Holder at any time that the Warrant ADSs issuable upon exercise of this Warrant will not be issued legend-free (without requiring proof of sale of the Warrant ADSs by the Holder) or not delivered via DWAC (as defined below), then this Warrant may also be exercised, in whole or in part, at such time by means of a "cashless exercise" in which the Holder shall be entitled to receive a number of Warrant ADSs equal to the quotient obtained by dividing [(A-B) (X)] by (A), where:

(A) = as applicable: (i) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise if such Notice of Exercise is (1) both executed and delivered pursuant to Section 2(a) hereof on a day that is not a Trading Day or (2) both executed and delivered pursuant to Section 2(a) hereof on a Trading Day prior to the opening of "regular trading hours"

(as defined in Rule 600(b)(68) of Regulation NMS promulgated under the federal securities laws) on such Trading Day, (ii) at the option of the Holder, either (y) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise or (z) the Bid Price of the ADS on the principal Trading Market as reported by Bloomberg L.P. as of the time of the Holder's execution of the applicable Notice of Exercise if such Notice of Exercise is executed during "regular trading hours" on a Trading Day and is delivered within two (2) hours thereafter (including until two (2) hours after the close of "regular trading hours" on a Trading Day) pursuant to Section 2(a) hereof, or (iii) the VWAP on the date of the applicable Notice of Exercise if the date of such Notice of Exercise is a Trading Day and such Notice of Exercise is both executed and delivered pursuant to Section 2(a) hereof after the close of "regular trading hours" on such Trading Day;

(B) = the Exercise Price of this Warrant, as adjusted hereunder; and

(X) = the number of Warrant ADSs that would be issuable upon exercise of this Warrant in accordance with the terms of this Warrant if such exercise were by means of a cash exercise rather than a cashless exercise.

If Warrant ADSs are issued in such a cashless exercise, the parties acknowledge and agree that, in accordance with Section 3(a)(9) of the Securities Act, the Warrant ADSs shall take on the characteristics of the Warrants being exercised, and the holding period of the Warrant ADSs being issued may be tacked on to the holding period of this Warrant. The Company agrees not to take any position contrary to this Section 2(c).

"Bid Price" means, for any date, the price determined by the first of the following clauses that applies: (a) if the ADS is then listed or quoted on a Trading Market, the bid price of the ADS for the time in question (or the nearest preceding date) on the Trading Market on which the ADS is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the ADS for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the ADS is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the ADS are then reported in The Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per ADS so reported, or (d) in all other cases, the fair market value of an ADS as determined by an independent appraiser selected in good faith by the Purchasers of a majority in interest of the Securities then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

"VWAP" means, for any date, the price determined by the first of the following clauses that applies: (a) if the ADS is then listed or quoted on a Trading Market, the daily volume weighted average price of the ADS for such date (or the nearest preceding date) on the Trading Market on which the ADS is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02

p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the ADS for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the ADS is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the ADS are then reported in The Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per ADS so reported, or (d) in all other cases, the fair market value of an ADS as determined by an independent appraiser selected in good faith by the Purchasers of a majority in interest of the Securities then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

Notwithstanding anything herein to the contrary, on the Termination Date, this Warrant shall be automatically exercised via cashless exercise pursuant to this Section 2(c).

d) Mechanics of Exercise.

i. Delivery of Warrant ADSs Upon Exercise. Warrant ADSs purchased hereunder shall be transmitted by the Depositary to the Holder by crediting the account of the Holder's or its designee's balance account with The Depository Trust Company (or another established clearing corporation performing similar functions) through its Deposit or Withdrawal at Custodian system ("DWAC") if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the issuance of the Warrant ADSs to or resale of the Warrant ADSs by the Holder or (B) the Warrant ADSs are eligible for resale by the Holder without volume or manner-of-sale limitations pursuant to Rule 144 (assuming cashless exercise of the Warrants and that such Warrant ADSs and Warrant Shares are not then held by an Affiliate of the Company), and otherwise by physical delivery of the Warrant Shares, registered in the Company's share register in the name of the Holder or its designee, for the number of Warrant ADSs to which the Holder is entitled pursuant to such exercise to the address specified by the Holder in the Notice of Exercise by the date that is two (2) Trading Days after the delivery to the Company of the Notice of Exercise (such date, the "Warrant ADS Delivery Date"). Upon delivery of the Notice of Exercise, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant ADSs with respect to which this Warrant has been exercised, irrespective of the date of delivery of the Warrant ADSs, provided that payment of the aggregate Exercise Price (other than in the case of a cashless exercise) is received within two (2) Trading Days. If the Company fails for any reason to deliver to the Holder the Warrant ADSs subject to a Notice of Exercise by the Warrant ADS Delivery Date, the Company shall pay to the Holder, in cash, as liquidated damages and not as a penalty, for each $1,000 of Warrant ADSs subject to such exercise (based on the VWAP of the ADS on the date of the applicable Notice of Exercise), $10 per

Trading Day for each Trading Day after such Warrant ADS Delivery Date until such Warrant ADSs are delivered or Holder rescinds such exercise. The Company agrees to maintain a registrar (which can be the Depositary) that is a participant in the FAST program so long as this Warrant remains outstanding and exercisable. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant, at the time of delivery of the Warrant ADSs, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant ADSs called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

ii. Rescission Rights. If the Company fails to cause the Depositary to transmit to the Holder the Warrant ADSs pursuant to Section 2(d)(i) by the Warrant ADS Delivery Date, then the Holder will have the right to rescind such exercise.

iii. Compensation for Buy-In on Failure to Timely Deliver Warrant ADSs Upon Exercise. In addition to any other rights available to the Holder, if the Company fails to cause the Depositary to transmit to the Holder the Warrant ADSs in accordance with the provisions of Section 2(d)(i) above pursuant to an exercise on or before the Warrant ADS Delivery Date, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holder's brokerage firm otherwise purchases, ADSs to deliver in satisfaction of a sale by the Holder of the Warrant ADSs which the Holder anticipated receiving upon such exercise (a "Buy-In"), then the Company shall (A) pay in cash to the Holder the amount, if any, by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the ADSs so purchased exceeds (y) the amount obtained by multiplying (1) the number of Warrant ADSs that the Company was required to deliver to the Holder in connection with the exercise at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Warrant ADSs for which such exercise was not honored (in which case such exercise shall be deemed rescinded) or deliver to the Holder the number of ADSs that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases ADSs having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted exercise of Warrants with an aggregate sale price giving rise to such purchase obligation of $10,000, under clause (A) of the immediately preceding sentence the Company shall be required to pay the Holder $1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing

herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver ADSs upon exercise of the Warrant as required pursuant to the terms hereof.

iv. No Fractional ADSs or Scrip. No fractional ADSs or scrip representing fractional ADSs shall be issued upon the exercise of this Warrant. As to any fraction of an ADS which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share.

v. Charges, Taxes and Expenses. Issuance of Warrant ADSs shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Warrant ADSs, all of which taxes and expenses shall be paid by the Company, and such Warrant ADSs shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event that Warrant ADSs are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Depositary fees required for same-day processing of any Notice of Exercise and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Warrant ADSs.

vi. Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

vii. ASX Requirements. On or before the Warrant ADS Delivery Date, the Company shall, subject to the Corporations Act and the ASX Listing Rules (as defined below):

i. issue and allot the Warrant Shares underlying the Warrants ADSs to the Depositary's custodian;

ii. issue an Appendix 3B in respect of such Warrant Shares; and

iii. either (a) issue a Cleansing Statement or (b) lodge a prospectus with ASIC under the Corporations Act

which qualifies the Warrant Shares for resale under section 708A(11) of the Corporations Act or (c) obtain an exemption from Corporations Act to allow the immediate resale of the Warrant Shares, in each case in respect of such Warrant Shares.

e) Holder's Exercise Limitations. The Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates (such Persons, "Attribution Parties")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of Ordinary Shares beneficially owned by the Holder and its Affiliates and Attribution Parties shall include the number of Ordinary Shares held by the Holder and its Attribution Parties plus the number of Ordinary Shares underlying such Warrant ADSs issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of Ordinary Shares underlying Warrant ADSs which would be issuable upon (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any other Ordinary Share Equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 2(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(e) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 2(e), in determining the number of outstanding Ordinary Shares, a Holder may rely on the

number of outstanding Ordinary Shares as reflected in (A) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Depositary setting forth the number of Ordinary Shares outstanding. Upon the written or oral request of a Holder, the Company shall within one Trading Day confirm orally and in writing to the Holder the number of Ordinary Shares then outstanding. In any case, the number of outstanding Ordinary Shares shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding Ordinary Shares was reported. The "Beneficial Ownership Limitation" shall be 4.99% (or, at the election of a Holder prior to the date of issuance of the Warrants, 9.99%) of the number of Ordinary Shares outstanding immediately after giving effect to the issuance of Ordinary Shares underlying the Warrant ADSs issuable upon exercise of this Warrant. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(e), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of Ordinary Shares outstanding immediately after giving effect to the issuance of Ordinary Shares upon exercise of this Warrant held by the Holder and the provisions of this Section 2(e) shall continue to apply. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(e) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant.

f) ASX Filings. The Company will ensure that it applies to ASX for official quotation (as that expression is used in the ASX Listing Rules) of the Ordinary Shares issued on the exercise of the Warrants in the same class and on the same terms as all other Ordinary Shares quoted on ASX pursuant to ASX Listing Rule 2.7 immediately on issue of those Ordinary Shares.

Section 3. Certain Adjustments. Notwithstanding any provision of this Section 3 or generally in this Warrant, the Exercise Price per Warrant, the number of ADSs the subject of each Warrant, or the number of Warrants held shall be subject to adjustment from time to time after the Issuance Date in accordance with the Official Listing Rules of the Australian Securities Exchange ("ASX Listing Rules") upon the occurrence of certain events described in this Section 3 or, if the ASX Listing Rules are amended after the date of issue of the Warrants, in accordance with the Company's obligations under the ASX Listing Rules to the extent those obligations are modified by the amendment.

a) Subdivision or Combination; Capital Distributions; Other Adjustments.

i. In a consolidation of the Company's ordinary capital – the number of Warrants will be consolidated in the same ratio as the ordinary capital and the Exercise Price will be amended in inverse proportion to that ratio.

ii. In a sub-division of the Company's ordinary capital – the number of Warrants will be sub-divided in the same ratio as the ordinary capital and the Exercise Price will be amended in inverse proportion to that ratio.

iii. In a return of capital on Ordinary Shares – the number of Warrants will remain the same, and the Exercise Price of each Warrant will be reduced by the same amount as the amount of cash or value of shares, securities, or other property returned in relation to each Ordinary Share, multiplied by the number of Ordinary Shares represented by each ADS (the "ADS Ratio").

iv. In a reduction of the Company's capital by a cancellation of paid up capital that is lost or not represented by available assets where no securities are cancelled – the number of Warrants and the Exercise Price of each Warrant will remain unaltered.

v. In a pro rata cancellation of the Company's capital on Ordinary Shares – the number of Warrants will be reduced in the same ratio as the ordinary capital and the Exercise Price of each Warrant will be amended in inverse proportion to that ratio.

vi. In any other case – the number of Warrants or the Exercise Price, or both, will be reorganized in accordance with the ASX Listing Rules so that the holder of the Warrants will not receive a benefit that holders of Ordinary Shares do not receive.

b) Bonus Shares and Share Dividends. If there is a pro-rata bonus issue, or a pro-rata dividend to be paid only in Ordinary Shares, to the holders of issued Ordinary Shares, the number of Warrant ADSs upon exercise will be increased by the number of ADSs which the holder of the Warrant would have received if the Warrant had been exercised before the record date for the bonus issue or share dividend.

c) Pro Rata Distributions. If there is a pro-rata offer of Ordinary Shares (other than a bonus issue) to the holders of Ordinary Shares, the Exercise Price will be reduced in accordance with the following formula:

$$O' = O - \frac{E\,[100\,[P - (S + D)]]}{N + 1}$$

Where:

O' is the new Exercise Price

O is the old Exercise Price

E is the number of Ordinary Shares underlying the Warrant ADSs into which one Warrant is exercisable

P is the volume weighted average market price per Ordinary Share on the ASX over the 5 ASX trading days ending on the ASX trading day before the ex rights or ex entitlement date for the pro rata issue

S is the subscription price for one Ordinary Share under the pro rata offer

D is the dividend (if any) due but not yet paid on an existing Ordinary Shares which will not be paid on the new Ordinary Shares to be issued in the pro rata issue

N is the number of Ordinary Shares that must be held on the record date for the pro rata issue to receive a right or entitlement to subscribe for one new Ordinary Share.

For the avoidance of doubt, if the formula results in no decrease in the Exercise Price then the Exercise Price remains unchanged.

d) Change in ADS Ratio. If after the Issuance Date the ADS Ratio is increased or reduced, then the number of Warrant ADSs to be provided on exercise of a Warrant will be reduced or increased (respectively) in inverse proportion to the change in the ADS Ratio Ordinary Shares per ADS and the Exercise Price per Warrant will be increased or reduced (respectively) in proportion to the change in Ordinary Shares per ADS, so that the total number or Warrant Shares underlying the Warrants and the aggregate Exercise Price for all Warrants remain unchanged.

e) Fundamental Transaction. If, at any time while this Warrant is outstanding,

(i) The Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person;

(ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions,

(iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Ordinary Shares (including any Ordinary Shares underlying ADSs) are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Ordinary Shares (including any Ordinary Shares underlying ADSs),

(iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Ordinary Shares or any compulsory share exchange pursuant to which the Ordinary Shares are effectively converted into or exchanged for other securities, cash or property, or

(v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person or group of Persons whereby such other Person or group acquires more than 50% of the outstanding Ordinary Shares (including any Ordinary Shares underlying ADSs) (not including any Ordinary Shares held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each of (i)-(iv), a "Fundamental Transaction"),

then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share underlying the Warrant ADSs that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder (without regard to any limitation in Section 2(e) on the exercise of this Warrant), the number of shares of capital stock of the successor or acquiring corporation or of the Company (if the Company is the surviving corporation) and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of Ordinary Shares underlying the Warrant ADSs for which this Warrant is exercisable immediately prior to such Fundamental Transaction (without regard to any limitation in Section 2(e) on the exercise of this Warrant). For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one Ordinary Share in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Ordinary Shares are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. Notwithstanding anything to the contrary, in the event of a Fundamental Transaction, the Company or any Successor Entity (as defined below) shall, at the Holder's option, exercisable at any time concurrently with, or within 30 days after, the consummation of the Fundamental Transaction (or, if later, the date of the public announcement of such Fundamental Transaction), purchase this Warrant from the Holder by paying to the Holder an amount of cash equal to the Black Scholes Value of the remaining unexercised portion of this Warrant on the date of the consummation of such Fundamental Transaction. "Black Scholes Value" means the value of this Warrant based on the Black-Scholes Option Pricing Model obtained from the "OV" function on

Bloomberg, L.P. ("Bloomberg") determined as of the day of consummation of the applicable Fundamental Transaction for pricing purposes and reflecting:

(A) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the time between the date of the public announcement of the applicable Fundamental Transaction and the Termination Date,

(B) an expected volatility equal to the greater of 100% and the 100 day volatility obtained from the HVT function on Bloomberg as of the Trading Day immediately following the public announcement of the applicable Fundamental Transaction,

(C) the underlying price per share used in such calculation shall be the greater of (i) the sum of the price per share being offered in cash, if any, plus the value of any non-cash consideration, if any, being offered in such Fundamental Transaction and (ii) the greater of (x) the last VWAP (as adjusted to a per Ordinary Share basis if the ADS to Ordinary Share ratio is greater than 1:1) immediately prior to the public announcement of such Fundamental Transaction and (y) the last VWAP (as adjusted to a per Ordinary Share basis if the ADS to Ordinary Share ratio is greater than 1:1) immediately prior to the consummation of such Fundamental Transaction, and

(D) a remaining option time equal to the time between the date of the public announcement of the applicable Fundamental Transaction and the Termination Date.

The payment of the Black Scholes Value will be made by wire transfer of immediately available funds within five Business Days of the Holder's election (or, if later, on the effective date of the Fundamental Transaction). The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the surviving entity (the "Successor Entity") to assume in writing all of the obligations of the Company under this Warrant and the other Transaction Documents in accordance with the provisions of this Section 3(e) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the Holder, deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant which is exercisable for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the Ordinary Shares underlying the Warrant ADSs acquirable and receivable upon exercise of this Warrant (without regard to any limitation in Section 2(e) on the exercise of this Warrant) prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the Ordinary Shares underlying the Warrant ADSs pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction), and which is

reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Warrant and the other Transaction Documents referring to the "Company" shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Warrant and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Company herein.

f) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of Ordinary Shares deemed to be issued and outstanding as of a given date shall be the sum of the number of Ordinary Shares (excluding treasury shares, if any) issued and outstanding.

g) Notice to Holder.

i. Adjustment. Whenever the Exercise Price, the number of ADSs the subject of each Warrant, or the number of Warrants is adjusted pursuant to any provision of this Section 3, the Company shall promptly deliver to the Holder by facsimile or email a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrants or the number of ADSs the subject of each Warrant and setting forth a brief statement of the facts requiring such adjustment.

ii. Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Ordinary Shares, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Ordinary Shares, (C) the Company shall authorize the granting to all holders of the Ordinary Shares rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Ordinary Shares, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Ordinary Shares are converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be delivered by facsimile or email to the Holder at its last facsimile number or email address as it shall appear upon the Warrant Register of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Ordinary Shares of record to be entitled to such dividend, distributions, redemption, rights or

warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Ordinary Shares of record shall be entitled to exchange their Ordinary Shares for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided in this Warrant constitutes, or contains, material non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice, or such material non-public information included in such notice, with the Commission pursuant to a Current Report on Form 6-K. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 4. Transfer of Warrant.

a) Transferability. Subject to compliance with any applicable securities laws and the conditions set forth in Section 4(d) hereof and to the provisions of Section 4.1 of the Purchase Agreement, this Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within three (3) Trading Days of the date on which the Holder delivers an assignment form to the Company assigning this Warrant in full. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant ADSs without having a new Warrant issued.

b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All

Warrants issued on transfers or exchanges shall be dated the Initial Exercise Date and shall be identical with this Warrant except as to the number of Warrant ADSs issuable pursuant thereto.

c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

d) Transfer Restrictions. If, at the time of the surrender of this Warrant in connection with any transfer of this Warrant, the transfer of this Warrant shall not be either (i) registered pursuant to an effective registration statement under the Securities Act and under applicable state or foreign securities or blue sky laws or (ii) eligible for resale without volume or manner-of-sale restrictions or current public information requirements pursuant to Rule 144, the Company may require, as a condition of allowing such transfer, that the Holder or transferee of this Warrant, as the case may be, comply with the provisions of Section 5.7 of the Purchase Agreement.

e) Representation by the Holder. The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant ADSs issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant ADSs or any part thereof in violation of the Securities Act or any applicable state securities law, except pursuant to sales registered or exempted under the Securities Act.

Section 5. Miscellaneous.

a) Currency. Unless otherwise indicated, all dollar amounts referred to in this Warrant are in United States Dollars ("US Dollars"). All amounts owing under this Warrant shall be paid in US Dollars. All amounts denominated in other currencies shall be converted in the US Dollar equivalent amount in accordance with the Exchange Rate on the date of calculation. "Exchange Rate" means, in relation to any amount of currency to be converted into US Dollars pursuant to this Warrant, the US Dollar exchange rate as published in the Wall Street Journal (NY edition) on the relevant date of calculation.

b) No Rights as Stockholder Until Exercise. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 2(d)(i), except as expressly set forth in Section 3.

c) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant ADSs, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the

posting of any bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

d) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then, such action may be taken or such right may be exercised on the next succeeding Business Day.

e) Authorized Shares.

The Company covenants that, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Ordinary Shares a sufficient number of shares to provide for the issuance of the Warrant ADSs and the underlying Ordinary Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of issuing the necessary Warrant ADSs upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant ADSs and the underlying Ordinary Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the ADS or Ordinary Shares may be listed. The Company covenants that all Warrant ADSs and the underlying Ordinary Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant ADSs in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Warrant ADSs above the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant ADSs and the underlying Ordinary Shares upon the exercise of this Warrant and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or

consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action which would result in an adjustment in the number of Warrant ADSs for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

f) Jurisdiction. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be determined in accordance with the provisions of the Purchase Agreement.

g) Restrictions. The Holder acknowledges that the Warrant ADSs and the underlying Ordinary Shares acquired upon the exercise of this Warrant, if not registered and the Holder does not utilize cashless exercise, will have restrictions upon resale imposed by state and federal or foreign securities laws.

h) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies. Without limiting any other provision of this Warrant or the Purchase Agreement, if the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

i) Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered in accordance with the notice provisions of the Purchase Agreement.

j) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant ADSs, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any ADS or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

k) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

l) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant ADSs.

m) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the Holder.

n) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

o) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

****

(Signature Page Follows)

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

BENITEC BIOPHARMA LIMITED

By:_____
Name:
Title:

NOTICE OF EXERCISE

TO: BENITEC BIOPHARMA LIMITED

(1) The undersigned hereby elects to purchase _____ Warrant ADSs of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of (check applicable box):

[ ] in lawful money of the United States; or

[ ] if permitted the cancellation of such number of Warrant ADSs as is necessary, in accordance with the formula set forth in subsection 2(c), to exercise this Warrant with respect to the maximum number of Warrant ADSs purchasable pursuant to the cashless exercise procedure set forth in subsection 2(c).

(3) Company Wire Instructions:

Account name:
Bank name:
Account Number:
Routing:

(4) Please issue said Warrant ADSs in the name of the undersigned or in such other name as is specified below:

_____

The Warrant ADSs shall be delivered to the following DWAC Account Number:

_____

_____

_____

(4) Accredited Investor. The undersigned is an "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended.

[SIGNATURE OF HOLDER]

Name of Investing Entity: _____
Signature of Authorized Signatory of Investing Entity: _____
Name of Authorized Signatory: _____
Title of Authorized Signatory: _____
Date: _____

EXHIBIT B

ASSIGNMENT FORM

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to purchase Warrant ADSs.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name: _____
(Please Print)

Address: _____
(Please Print)

Phone Number: _____

Email Address: _____

Dated: _____ __, _____

Holder's Signature: _____

Holder's Address: _____