

Level 37, Grosvenor Place 225 George Street Sydney NSW 2000, Australia

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25 June 2021

Freelancer Limited (ASX: FLN) (OTCQX: FLNCF) Annual General Meeting – 28 July 2021

Dear Shareholder

Attached to this letter is the Notice (Notice) of the Annual General Meeting of Freelancer Limited (AGM).

In reliance on ASIC's temporary "no action" position in relation to the convening and holding of virtual meetings dated 29 March 2021, the Company will not be posting hard copies of the Notice to Shareholders who have not elected to receive notices electronically. Instead, the Notice which sets out the resolutions being put to the meeting along with Voting Information and an Explanatory Memorandum can be found at http://frln.cr/Fln21nom. The Company encourages its Shareholders to consider lodging a directed proxy in advance of the AGM (using the methods set out in the Notice).

The 2020 Annual Report was released to the ASX on 15 April 2021 and can be located on the Company's website at: http://frln.cr/2020annualreport

Yours faithfully

Neil Katz Company Secretary



Notice is given that the Annual General Meeting of shareholders of Freelancer Limited (Company) for 2021 will be held at Level 37, Grosvenor Place, 225 George Street, Sydney NSW 2000, on Wednesday 28 July 2021 at 4pm (Sydney time) and simultaneously as a virtual meeting.

Agenda

Ordinary Business

Financial Statements and Reports

To consider the financial statements of the Company for the year ended 31 December 2020 together with the Directors' Declaration, the Directors' Report, the Remuneration Report and the Independent Auditor's Report.

Neither the *Corporations Act 2001 (Cth)* (Corporations Act) nor the Company's constitution requires shareholders to vote on such reports. However, shareholders may raise questions about the reports at the meeting.

Resolution 1 - Non-Binding Resolution to adopt Remuneration Report

To consider and, if thought fit, to pass the following Resolution as a non-binding **ordinary resolution**:

"That the Remuneration Report as contained in the Directors' Report of the Company for the financial year ended 31 December 2020 be adopted."

Note: The vote on this Resolution is advisory only and does not bind the Directors or the Company. Shareholders are encouraged to read the Explanatory Memorandum for further details on the consequences of voting on this Resolution.

Resolution 2 – Re-election of Simon Clausen as a Director

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

"That Simon Clausen who is required to retire under the Company's Constitution and, being eligible, offers himself for re-election, is re-elected as a Director of the Company."

Resolution 3 – Approval of Long Term Incentive Plan

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

"That, pursuant to and in accordance with Listing Rule 7.2 (Exception 13) and for all other purposes, Shareholders approve the Company's Long Term Incentive Plan (**Plan**), and the grant of Share Rights and the issue of underlying securities pursuant to the Plan, on the terms and conditions set out in the Explanatory Memorandum accompanying this Notice of Meeting."

Resolution 4 – Amendment to Company Constitution

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

"That pursuant to section 136(2) of the Corporations Act, the Constitution of the Company be amended as set out in the Amended Constitution, with the amendments marked up and tabled at the General Meeting convened by this Notice of Meeting."

Voting Exclusion Statements

Resolution 1

The Company will, in accordance with section 250R of the Corporations Act, disregard any votes cast on Resolution 1 by or on behalf of a member of the key management personnel of the Company details of whose remuneration are included in the Remuneration Report or a closely related party of such a member (referred to as an **Excluded Person**).

However, an Excluded Person may cast a vote provided the vote is not cast on behalf of an Excluded Person and either:

- the Excluded Person votes as a proxy by writing that specifies how the Excluded Person is to vote on Resolution
- the Excluded Person is the Chair of the meeting by proxy and the appointment does not specify the way the Chair is to vote on Resolution 1 and expressly authorises the Chair to exercise the proxy even if Resolution 1 is connected directly or indirectly with the remuneration of a member of the key management personnel for the Company.

Shareholders may also choose to direct the Chair to vote against Resolution 1 or to abstain from voting.

Resolution 3

The Company will disregard any votes cast in favour of Resolution 3 by or on behalf of any persons who is eligible to participate in the Plan (including Mr Matt Barrie) or an associate of those persons.

However, this does not apply to a vote cast in favour of this Resolution by:

- a person as proxy or attorney for a person who is entitled to vote on the Resolution in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or
- the Chairperson as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a



- direction given to the Chairperson to vote on the Resolution as the Chairperson decides; or
- a Shareholder acting solely in a nominee, trustee, custodian or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - the beneficiary provides written confirmation to the Shareholder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting on the Resolution; and
 - the Shareholder votes on the Resolution in accordance with the directions given by the beneficiary to the Shareholder to vote in that way.

In accordance with section 250BD of the Corporations Act, a vote on Resolution 3 must not be cast by a person appointed as a proxy, where that person is either a member of the Key Management Personnel or Closely Related Party of such member.

However, a vote may be cast by such person if the vote is not cast on behalf of a person who is otherwise excluded from voting, and:

- the person is appointed as a proxy and the appointment specifies how the proxy is to vote; or
- the person appointed as proxy is the Chairperson and the appointment does not specify how the Chairperson is to vote but expressly authorises the Chairperson to exercise the proxy even if Resolution 3 are connected with the remuneration of a member of a member of the Key Management Personnel.

By order of the Board

Neil Katz Company Secretary

25 June 2021



Glossary

Term	Definition		
AGM	means this annual general meeting of the Shareholders of the Company, the subject of this Notice of Meeting.		
ASX	means ASX Limited (ABN 98 008 624 691) or, as the case requires, the financial market known as 'ASX' operated by it.		
Board	means the board of the Company.		
Chairperson	means the chairperson of the AGM.		
Change of Control Event	means the occurrence of any of the following: any person, either alone or together with any associate (as defined in the Corporations Act), acquires a relevant interest (as defined in the Corporations Act) in more than fifty percent (50%) of all issued Shares as a result of a takeover bid; any person, either alone or together with any associate (as defined in the Corporations Act), acquires a relevant interest (as defined in the Corporations Act) in more than fifty percent (50%) of all issued Shares through a scheme of arrangement; or any other corporate event (including a merger of the Company with another company) that the Board determines, in its absolute discretion, to be a Change of Control Event.		
Closely Related Party	In relation to a member of the Key Management Personnel, has the meaning given in section 9 of the Corporations Act.		
Company	means Freelancer Limited (ACN 141 959 042).		
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).		
Director	means a director of the Company.		
Group	means the Company and its subsidiaries.		
Group Company	means a member of the Group.		
Key Management Personnel	means persons having authority and responsibility for planning, directing and controlling the activities of the Company, directly or indirectly, including any Director (whether executive or otherwise) of the Company.		

Term	Definition	
Notice of Meeting	means this notice of meeting of the 2021 AGM.	
Option	means an option issued under the Plan which, subject to its terms, can be exercised into a Share in the Company (or, at the discretion of the Board, a cash payment in lieu of Shares).	
Performance Criteria	means the performance criteria (if any) set by the Board which must be satisfied before vesting of the Share Right.	
Performance Period	means, in relation to Share Rights, each period (if any) commencing and ending on dates as determined by the Board and specified in the relevant plan offer, over which performance against applicable Performance Criteria will be measured to determine the extent to which Share Rights comprising an award become vested Share Rights, or as otherwise determined by the Board in accordance with the Plan.	
Performance Right	means a right to be issued or transferred or allocated a Share (or, at the discretion of the Board, a cash payment in lieu of a Share), upon and subject to the terms of the Plan and the terms of any plan offer.	
Plan	means the Company's proposed Long Term Incentive Plan, the subject of Resolution 3.	
Premium Priced Options	means Share Rights with an exercise price that is greater than the market value of a Share on the date of grant.	
Resolution	means a resolution being put to Shareholders for approval at the AGM.	
Share	means a fully paid ordinary share in the capital of the Company,	
Share Right	means the right (subject to the Plan rules) to be allocated one Share under the Plan, which right has not lapsed in accordance with the Plan, and may include an Option (i.e. Share Rights generally with an exercise price equal to the market value of a Share on the date of grant or such other exercise price determined by the Board), a Performance Right (ie Share Rights with no exercise price), or a Premium Priced Option (ie Share Rights with an exercise price that is greater than the market value of a Share on the date of grant). The Board has a general discretion to cash settle Share Rights granted under the Plan.	
Shareholder	means a holder of ordinary shares in the issued capital of the Company.	



Explanatory Memorandum

This Explanatory Memorandum has been prepared for the information of the shareholders of the Company in connection with the business to be conducted at the Annual General Meeting (AGM) to be held at Level 37, Grosvenor Place, 225 George Street, Sydney NSW 2000, on Wednesday 28 July 2021 at 4pm (Sydney time). Given the status of the global COVID-19 pandemic at the time of this notice, the AGM is being held as a hybrid physical and virtual meeting. The AGM can be attended in person, (subject to any restrictions that may apply at the State and Federal level on public gatherings at the date of the meeting), or accessed virtually by sending an email to investor@freelancer.com with your Holders Name, Address and HIN or SRN and the Company will allocate you a link for the meeting. Shareholders will still be able to raise questions with the chairman, and vote, by participating in the AGM virtually.

The purpose of this Explanatory Memorandum is to provide information that the Directors believe to be material to shareholders in deciding whether or not to pass the Resolutions in this Notice of AGM.

Your Vote is Important

The business of the AGM affects your shareholding and your vote is important.

Voting at the AGM

You are strongly encouraged to cast your vote by proxy (nominating the Chairman) in advance of the AGM. However, if you do not cast your vote by proxy, you will be able to cast your vote in the ordinary course as part of the AGM (whether virtually, or in person).

Proxy Voting and Undirected Proxies

Shareholders may appoint a proxy (including the Chairman) to vote on their behalf. To vote by proxy, either vote online at the web address below, or complete and sign the enclosed Proxy Form and return by one of the following methods:

Online	https://www.votingonline.com.au/freelancera gm2021
Fax	+ 61 2 9290 9655
Mail	Boardroom Pty Limited GPO Box 3993 Sydney NSW 2001 Australia
In Person	Level 12 225 George Street Sydney NSW 2000 Australia

so that it is received not later than 4:00pm (Sydney time) on Monday, 26 July 2021.

You are strongly encouraged to nominate the Chairman as your proxy to vote your shares to facilitate the efficient running of the AGM.

Proxy Forms received later than this time will be invalid.

Financial Statements and Reports

In accordance with the Constitution, the business of the AGM will include receipt and consideration of the annual financial report of the Company for the financial year ended 31 December 2020 together with the Directors' Declaration, the Directors' Report, the Remuneration Report and the Independent Auditor's Report.

Resolution 1 – Non-Binding Resolution to adopt Remuneration Report

The Remuneration Report as set out on pages 54 to 57 of the 2020 Directors' Report of the Company, must be put to the vote for its adoption in accordance with section 250R(2) of the Corporations Act. The vote on this Resolution 1 is advisory only and does not bind the Directors or the Company.

The Remuneration Report sets out the Company's remuneration arrangements for the Directors and senior management of the Company. The Remuneration Report is part of the Directors' Report for the financial year ending 31 December 2020.

Shareholders will be given a reasonable opportunity during the AGM to ask questions about, or make comments on, the Remuneration Report.

Directors' Recommendation

Acknowledging that each Director has a personal interest in his or her own remuneration as described in the Remuneration Report, the Directors recommend that shareholders vote in favour of Resolution 1.

Resolution 2 – Re-election of Simon Clausen as a Director

Pursuant to Rule 6.7 of the Company's Constitution, Simon Clausen, being a Director, retires by way of rotation and, being eligible, offers himself for re-election as a Director.

The biography of Simon Clausen is set out below.

- Founding investor and Non-Executive Director of the Company.
- Extensive experience in operating and investing in high growth technology businesses in both Australia and the United States. Previously founded and was CEO of WinGuides, which later became PC Tools and was acquired by Symantec Corporation in October 2008.
- Currently the sole director of Startive Ventures, a specialised technology venture fund that actively maintains investments in a number of companies globally.
- Relevant interest in 163,658,998 fully paid ordinary shares, including a relevant interest in 3,158,998 fully paid ordinary shares by virtue of having a voting power of over 20% in the Company, which has a relevant interest as a result of trading restrictions over shares issued under the Employee Share Plan.
- Beneficial interest in 160,500,000 fully paid ordinary shares (representing 35.42% of issued capital).
- Member of the Nomination and Remuneration Committee and Audit Committee.

Directors' Recommendation

The Directors (with Simon Clausen abstaining) recommend that shareholders vote in favour of Resolution 2.



Resolution 3 – Approval of Long Term Incentive Plan

General

The Board has adopted a new Long Term Incentive Plan (**Plan**) for the Company to incentivize certain eligible employees through the grant of equity incentives. Under the Plan, eligible participants can be granted Share Rights in a number of forms, including Performance Rights, Options and Premium Priced Options.

Resolution 3 seeks Shareholder approval for the purposes of Listing Rule 7.2, Exception 13. Resolution 3 is an ordinary resolution.

ASX Listing Rules 7.1 and 7.2, Exception 13

ASX Listing Rule 7.1 restricts the number of equity securities which a listed entity can issue in any 12-month period, without the approval of its shareholders, to 15% of the number of securities on issue at the start of the period.

ASX Listing Rule 7.2 allows certain issues of securities to be excluded from the 15% limit, including under Exception 13, where an issue is made under an employee incentive scheme, if within three years before the date of issue, shareholders of the entity approved the issue of equity securities under the scheme as an exception to ASX Listing Rule 7.1.

If shareholders approve Resolution 3, securities issued under the Plan will be exempted from ASX Listing Rule 7.1 for a period of three years from the date on which Resolution 3 is passed. That means securities issued under the Plan from the date of the AGM will be treated as having been made with the approval of Shareholders for the purposes of ASX Listing Rule 7.1 and will be excluded from the Company's 15% limit. This will enable the Company to issue further securities up to the 15% limit in each 12-month period during the next three years without Shareholder approval.

ASX Listing Rules information

In accordance with the requirements of ASX Listing Rule 7.2, Exception 13, the following information is provided:

- a summary of the material terms of the Plan is set out in Schedule 1 of this Notice of Meeting;
- approval of the Plan has not been previously been sought by the Company;
- as at the date of this Notice of Meeting, no securities have been issued under the Plan;
- the maximum number of equity securities proposed to be issued under the Plan following Shareholder approval under Resolution 3 is 12,000,000 equity securities (as defined in chapter 19 of the ASX Listing Rules); and
- a voting exclusion for Resolution 3 is included in this Notice of Meeting.

Directors' Recommendation

The Directors (with Mr Matt Barrie abstaining) unanimously recommend that Shareholders vote in favour of Resolution 3.

The Chairperson intends to exercise all undirected proxies in favour of Resolution 3.

Resolution 4 – Amendment to Company Constitution

Section 136(2) of the Corporations Act allows a company to amend its constitution by special resolution. Accordingly, the Company proposes to make certain amendments to its Constitution to facilitate recent circumstance that have affected the Company. In addition, the Company is also taking the opportunity to clarify the application of certain provisions of its Constitution. Those amendments are summarised as follows:

- (virtual and hybrid General Meetings) given the impact of the global COVID-19 pandemic, the Board considers it likely that it will hold virtual or hybrid general meetings in the future. Accordingly, in order to put the possibility of virtual or hybrid meetings beyond doubt under its Constitution, it is proposed that clause 5.1(d) be amended to allow the Company to convene General Meetings virtually, or as a hybrid physical and virtual meeting, using any technology that gives members as a whole a reasonable opportunity to participate; and
- (NED remuneration) under rule 10.17 of the ASX Listing Rules, a listed entity must not increase the total aggregate amount of directors' fees payable to all of its non-executive Directors without shareholder approval. Currently, clause 6.5(c) of the Company's Constitution states that remuneration payable by the Company to non-executive Directors cannot be set or increased without prior shareholder approval in a General meeting. In order to bring the clause in line with the intention of the ASX Listing Rules, the Board proposes to amend clause 6.5(c) to make clear that such member approval is only required to increase the total aggregate amount of remuneration payable to non-executive Directors.

A copy of the marked up Constitution reflecting the amendments contemplated will be available for inspection at the AGM or upon request from Shareholders.

Directors' Recommendation

The Directors recommend that shareholders vote in favour of Resolution 4.



Schedule 1 – Terms of the Long Term Incentive Plan

The key terms of the Plan are summarised below. A copy of the Plan can be obtained by contacting the Company.

Term	Summary
Share Right	A Share Right includes (without limitation): Performance Rights (i.e. Share Rights with no exercise price); Options (i.e. Share Rights generally with an exercise price equal to the market value of a Share on the date of grant or such other exercise price determined by the Board); and Premium Priced Options (i.e. Share Rights with an exercise price that is greater than the market value of a Share on the date of grant).
Eligibility and grant of securities	Employees who are in full-time or permanent part-time employment of a Group Company who the Board determines is to receive an offer under the Plan.
Offer and Conditions	The Board may, in its absolute discretion and subject to the Plan, offer eligible employees the opportunity to participate in the Plan.
Vesting	Share Rights may be subject to certain Performance Criteria or other vesting conditions as determined by the Board and set out in each participant's plan offer letter. Following testing of any relevant Performance Criteria / vesting conditions, Share Rights that do not vest will lapse (unless otherwise determined by the Board). Performance Criteria / vesting conditions can be waived by the Board in its absolute discretion.
Exercise and allocation of Share Rights	Upon vesting of the Share Rights, subject to the Plan, those Share Rights will become exercisable. Share Rights must be exercised within the exercise period as advised by the Board. Upon exercise of Share Rights for the exercise price (if any), the participant will

Term	Summary		
	receive one Share for each Share Right that is exercised (subject to adjustment in accordance with the Plan) either by way of the issue of new Shares or a transfer of Shares acquired on-market or an allocation of Shares.		
	The corresponding number of Shares wil be delivered and registered, or allocated, in the participant's name (as applicable) as soon as practicable after a participant has exercised their Share Rights and paid the exercise price (if any) to the Company.		
	Notwithstanding the above, upon exercise of Share Rights, the Board may determine, in accordance with the Plan, to instead pay a cash amount to the participant in respect of a vested Share Right in lieu of an issue of new Shares.		
	The Board may, in its discretion, also determine to accept a cashless exercise of any Share Rights (in accordance with the Rules), which will involve the number of Shares allocated to the relevant participant being reduced by such number of Shares determined by the Board equal to the aggregate exercise price (if any) in respect of those Share Rights.		
Shares issued under the Plan	 Shares that are registered or allocated (as applicable) in the participant's name will carry the same voting and dividend rights as all other Shares from the date of registration or allocation (as applicable). Shares issued under the Plan will rank equally with all other existing Shares as at the time of issue in all respects, including with respect to voting rights and rights to receive dividends and bonus shares and to participate in rights issues. A participant may only participate in a new issue of Shares or other securities to holders of Shares if Shares have been allocated to the participant and registered or allocated (as applicable) in the name of the participant in accordance with the Plan rules before the record date for determining entitlements to the issue. Shares allocated to a participant following exercise of their Share Rights will not be subject to any further restrictions on dealing, other than to the extent prohibited by the Freelancer Securities Trading Policy. 		



Term	Summary	Term	Summary
with the Group before the end of the Performance Period, their unvested Share Rights will ordinarily lapse (un otherwise determined by the Board). However, if a participant ceases employment with the Group due to a 'Good Leaver Event' and at least six months of the Performance Period helapsed at that time, a pro rata numb of their unvested Share Rights (base the portion of the Performance Periot that has elapsed as at that time) will	Share Rights will ordinarily lapse (unless otherwise determined by the Board). However, if a participant ceases employment with the Group due to a 'Good Leaver Event' and at least six months of the Performance Period has elapsed at that time, a pro rata number of their unvested Share Rights (based on the portion of the Performance Period that has elapsed as at that time) will generally be retained and will be tested		The Plan rules contain other circumstances where such Share Rights may lapse. In addition, the Board may determine in the above and other circumstances that any Shares acquired by (or cash paid to) a participant following the vesting of Share Rights for the after tax value of the Share Rights at the time they converted into Shares (or at such other time determined by the Board) be paid to the Company.
	following the end of the Performance Period in accordance with the Plan. A 'Good Leaver Event' means death, permanent disablement, retirement, redundancy (as those terms are defined in the Plan) or such other circumstances that result in a participant leaving the employment of the Group and that the Board determines is a Good Leaver Event.	No transfer	Except in respect of the transmission of a Share Right to a participant's legal representative upon death or legal incapacity, and unless the Board determines otherwise, a participant may not dispose of or otherwise deal with (including by granting any security interest over) a Share Right.
	The Board retains the discretion to determine a different treatment of any unvested Share Rights. If prior to cessation of employment, the participant held any exercisable Share Rights, then subject to the Plan rules, the relevant exercise period, in respect of those Share Rights will end on the earlier of (i) the date that is three months (or other such period as determined by the Board) following the date of the participant's cessation of employment or the date on which those Share Rights become vested Share Rights; or (ii) the expiry date.	Change of control	If a Change of Control Event occurs, or the Board determines that such may occur, the Board has the discretion to determine that any one or more of the following apply: • the Performance Criteria applicable to some or all unvested Share Rights will be assessed as at a date determined by the Board or are waived; • the exercise period in respect of some or all Share Rights that are or become vested Share Rights (including as a result of the exercise of the Board's discretion above) is abridged to end on a date determined by the Board (subject to
Lapsing of Share Rights	The Board may determine that some or all of a participant's Share Rights (whether vested or unvested) lapse, if a participant: • commits any act of fraud or defalcation or gross misconduct in relation to the affairs of any Group Company; • materially breaches their obligations to the Group Companies, including by failing to comply with a Group Company's		earlier lapse in accordance with the Plan rules); • some or all Share Rights are to be replaced by rights to shares of the new controlling company on substantially the same terms and subject to substantially the same conditions as the Share Rights with any appropriate amendments, including to Performance Criteria; • some or all unvested Share Rights lapse as at a date determined by the Board.
	 policies; hedges the value of, or enter into a derivative arrangement in respect of, any unvested Share Rights; or purports to dispose of or otherwise deal with (including by granting any security interest over) their Share Rights other than as permitted under the Plan. 	Reorganisation of Capital and Bonus Issues	In the event of any reorganisation of the share capital of the Company (including any sub-division, consolidation, reduction or return of the share capital of the Company), the number of Share Rights, and/or the number of Shares subject to the Share Rights, and/or the exercise price (if any) of Share Rights, will be reconstructed to the extent



Term	Summary	
	necessary to comply with, and in accordance with, the ASX Listing Rules applying to a reorganisation of capital at the time of the reorganisation. If the Company makes a bonus issue of Shares to existing holders of Shares (other than an issue of Shares in lieu or in satisfaction of dividends or by way of dividend reinvestment) and no Share has been issued in respect of a Share Right before the record date for determining entitlements to the bonus issue, then the number of underlying Shares over which the Share Right is convertible will be increased by the number of Shares which the participant would have received if the participant had exercised the Share Right before the record date for the bonus issue. No adjustment will be made to the exercise price.	
Plan trustee	The Plan may be administered in conjunction with an employee share trust, the trustee of which may acquire Shares for the purposes of transfer to Participants or to be held for Participants (whether on an unallocated and/or allocated basis). The transfer of a Share by the trustee of such a trust to a Participant, or the allocation of a Share in the Participant's name which continues to be held by the trustee for that Participant, will satisfy the obligation of the Company to allocate a Share to the Participant under the Plan.	
Other	The Plan will be administered by the Board, which has broad powers in respect of the Plan including to exercise discretions, amend the Plan rules or any offer letter at any time in any manner the Board thinks fit (subject to prescribed limitations in the Plan rules) and/or to waive any terms or conditions (including any Performance Criteria / vesting conditions) in relation to any Share Rights.	
Foreign participants	The Board may adopt amended rules of the Plan applicable in any jurisdiction under which Share Rights are offered under the Plan and the way in which the Plan is operated may be subject to additional or modified terms, having regard to any securities, exchange control or taxation laws or regulations or similar factors that may apply to a Participant or to any member of the Group in relation to the Share Rights or any of the provisions of the Plan.	



All Correspondence to:

By Mail Boardroom Pty Limited

GPO Box 3993

Sydney NSW 2001 Australia

■ By Fax: +61 2 9290 9655

Online: www.boardroomlimited.com.au

By Phone: (within Australia) 1300 737 760

(outside Australia) +61 2 9290 9600

YOUR VOTE IS IMPORTANT

For your vote to be effective it must be recorded before 4:00pm (AEST), Monday 26th July 2021

■ TO VOTE ONLINE

BY SMARTPHONE

STEP 1: VISIT https://www.votingonline.com.au/freelanceragm2021

STEP 2: Enter your Postcode OR Country of Residence (if outside Australia)

STEP 3: Enter your Voting Access Code (VAC):



Scan QR Code using smartphone QR Reader App

TO VOTE BY COMPLETING THE PROXY FORM

STEP 1 APPOINTMENT OF PROXY

Indicate who you want to appoint as your Proxy.

If you wish to appoint the Chair of the Meeting as your proxy, mark the box. If you wish to appoint someone other than the Chair of the Meeting as your proxy please write the full name of that individual or body corporate. If you leave this section blank, or your named proxy does not attend the meeting, the Chair of the Meeting will be your proxy. A proxy need not be a securityholder of the company. Do not write the name of the issuer company or the registered securityholder in the space.

Appointment of a Second Proxy

You are entitled to appoint up to two proxies to attend the meeting and vote. If you wish to appoint a second proxy, an additional Proxy Form may be obtained by contacting the company's securities registry or you may copy this form.

To appoint a second proxy you must:

(a) complete two Proxy Forms. On each Proxy Form state the percentage of your voting rights or the number of securities applicable to that form. If the appointments do not specify the percentage or number of votes that each proxy may exercise, each proxy may exercise half your votes. Fractions of votes will be disregarded.

(b) return both forms together in the same envelope.

STEP 2 VOTING DIRECTIONS TO YOUR PROXY

To direct your proxy how to vote, mark one of the boxes opposite each item of business. All your securities will be voted in accordance with such a direction unless you indicate only a portion of securities are to be voted on any item by inserting the percentage or number that you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on a given item, your proxy may vote as he or she chooses. If you mark more than one box on an item for all your securities your vote on that item will be invalid.

Proxy which is a Body Corporate

Where a body corporate is appointed as your proxy, the representative of that body corporate attending the meeting must have provided an "Appointment of Corporate Representative" prior to admission. An Appointment of Corporate Representative form can be obtained from the company's securities registry.

STEP 3 SIGN THE FORM

The form **must** be signed as follows:

Individual: This form is to be signed by the securityholder.

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

Power of Attorney: to sign under a Power of Attorney, you must have already lodged it with the registry. Alternatively, attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: this form must be signed by a Director jointly with either another Director or a Company Secretary. Where the company has a Sole Director who is also the Sole Company Secretary, this form should be signed by that person. Please indicate the office held by signing in the appropriate place.

STEP 4 LODGEMENT

Proxy forms (and any Power of Attorney under which it is signed) must be received no later than 48 hours before the commencement of the meeting, therefore by **4:00pm (AEST), Monday 26th July 2021.** Any Proxy Form received after that time will not be valid for the scheduled meeting.

Proxy forms may be lodged using the enclosed Reply Paid Envelope or:

■ Online https://www.votingonline.com.au/freelanceragm2021

■ By Fax + 61 2 9290 9655

By Mail Boardroom Pty Limited

GPO Box 3993, Sydney NSW 2001 Australia

In Person Boardroom Pty Limited

Level 12, 225 George Street, Sydney NSW 2000 Australia

Attending the Meeting

If you wish to attend the meeting please bring this form with you to assist registration.

Freelancer Li	mited
ACN 141 959 042	

		correc broker Pleas e	is incorrect, please mark the box with an "X" and make the tion in the space to the left. Securityholders sponsored by a should advise their broker of any changes. It note, you cannot change ownership of your securities this form.	
		PROXY FORM		
STEP 1	APPOINT A PROXY			
I/We being a m	ember/s of Freelancer Limited (Company) and entitled to attend and vote hereby appoint:		
	the Chair of the Meeting (mark box)			
	NOT appointing the Chair of the Meeting a your proxy below	is your proxy, please write the name of the person or body or	orporate (excluding the registered securityholder) you are	
appointing as	, cc. p. 6.7, 20.6.1		7	
Company to b	e held at the Grosvenor Place, Level 37,	individual or body corporate is named, the Chair of the Meet 225 George Street, Sydney NSW 2000 on Wednesday, 28 dance with the following directions or if no directions have been	July 2021 at 4:00pm (AEST) and at any adjournment of	
Chair of the Meeting authorised to exercise undirected proxies on remuneration related matters: If I/we have appointed the Chair of the Meeting as my/our proxy or the Chair of the Meeting becomes my/our proxy by default and I/we have not directed my/our proxy how to vote in respect of Resolutions 1 and 3, I/we expressly authorise the Chair of the Meeting to exercise my/our proxy in respect of these Resolutions even though Resolutions 1 and 3 are connected with the remuneration of a member of the key management personnel for the Company.				
		our of all Items of business (including Resolutions 1 and 3). If you an item, you must provide a direction by marking the 'Again		
STEP 2 VOTING DIRECTIONS * If you mark the Abstain box for a particular item, you are directing your proxy not to vote on your behalf on a show of hands or on a poll and your vote will not be counted in calculating the required majority if a poll is called.				
			For Against Abstain*	
Resolution 1	Non-Binding Resolution to adopt Remur	eration Report		
Resolution 2	Re-Election of Simon Clausen as a Direction	ctor		
Resolution 3	Approval of Long Term Incentive Plan			
Resolution 4	Amendment to Company Constitution			
STEP 3	SIGNATURE OF SECURITY This form must be signed to enable your			
Inc	dividual or Shareholder 1	Shareholder 2	Shareholder 3	
	arrass. of officiology (Gital Griddolf 2	Charolloldol	
Sole Direct	tor and Sole Company Secretary	Director	Director / Company Secretary	
Contact Name		Contact Dautime Telephone	Date / / 2021	

Your Address

This is your address as it appears on the company's share register.