

# **LaserBond Limited Share Purchase Plan (SPP)**

LaserBond announced on 17 December 2021 its successful institutional placement of \$10 million, and the intention to provide Eligible Shareholders (defined in the attached SPP Booklet) with the ability to participate in the Company's capital raising activities via a Share Purchase Plan to raise up to \$2 million.

Under the SPP, eligible shareholders in Australia and New Zealand are invited to subscribe for up to A\$30,000 of New Shares in LaserBond. The issue price under the SPP is A\$0.87 per New Share, being the same issue price as the Placement. LaserBond reserves the right to scale-back applications under the SPP at its discretion.

Participation in the SPP is optional. Further information, including the SPP terms and conditions and timetable, are outlined in the following SPP Booklet.

Approved for release by the Board of LaserBond Limited.

Matthew Twist
Company Secretary







# LaserBond Limited ACN 057 636 692

# **Share Purchase Plan Booklet**

# **Important Notice and Disclaimer**

This Booklet offers Eligible Shareholders the opportunity to purchase up to \$30,000 of fully paid, ordinary Shares in LaserBond Limited ACN 057 636 692 (**LaserBond**) under a share purchase plan (**SPP**). If applications are received for more than \$2 million in total, applications will be scaled back pro rata.

This Booklet does not provide financial advice and has been prepared without taking into account the individual investment objectives, financial situation or needs of any shareholder. You should read this Booklet in its entirety and seek independent financial and taxation advice before making a decision to participate in the SPP.

The offer of New Shares under the SPP is made in accordance with ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547 (ASIC Instrument) and therefore does not require a prospectus for the purposes of Chapter 6D of the Corporations Act.

This Booklet is not a product disclosure statement or a prospectus under the Corporations Act.

The SPP was announced to the ASX on 17 December 2021 together with a placement of fully paid ordinary Shares to institutional investors. LaserBond will use its best endeavours to ensure that SPP participants have a reasonable opportunity to participate equitably in the \$2 million capital raising under the SPP. Accordingly, any scale-back arrangements for SPP participants will be applied on a pro rata basis to all participants.

The laws of some countries prohibit or make impracticable participation in the SPP by certain overseas Shareholders. LaserBond has determined that it is not practical to permit Shareholders who are not resident in Australia or New Zealand to participate in the SPP. Accordingly, Shareholders who are **not** resident in Australia or New Zealand will **not** be able to participate in the SPP. The SPP does not constitute an offer of shares in LaserBond for subscription (**New Shares**) for sale in any other jurisdictions.

# **New Zealand**

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

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



# **CHAIRMAN'S LETTER**

21 December 2021

Dear LaserBond Shareholders,

On behalf of the Board of Directors of LaserBond Limited ACN 057 636 692 (**Company**), I am pleased to offer you the opportunity to subscribe for fully paid ordinary shares in the Company (**New Shares**) under a Share Purchase Plan (**SPP**).

Under the SPP, Eligible Shareholders have the opportunity to subscribe for up to \$30,000 of New Shares at an issue price of \$0.87 per New Share (**Issue Price**). The Issue Price represents a 5.4% discount to the closing price of Shares on 14 December 2021 and a 7.7% discount to the volume weighted average market price of Shares over the last five days on which sales of Shares were recorded on the Australian Securities Exchange (**ASX**) immediately prior to the Company undertaking its recent placement. The SPP follows the announcement of the Company's capital raising of \$10.0 million (before offer costs) at an issue price of \$0.87.

## Details of the offer under the SPP

The SPP is not underwritten and the total amount to be raised under the SPP is subject to a cap of \$2 million.

LaserBond reserves the right to scale-back applications in its absolute discretion. LaserBond will use its best endeavours to ensure that SPP participants have a reasonable opportunity to participate equitably in the overall capital raising. Accordingly, any scale-back arrangements for SPP participants will be applied on a pro rata basis to all participants. In the event of a scale-back, you may be allocated New Shares to a value which is less than the parcel which you applied for and the difference will be refunded to you without interest.

The New Shares issued under the SPP will rank equally with existing LaserBond Shares quoted on the ASX. Participation in the SPP is optional and is open to Eligible Shareholders, being holders of fully paid ordinary LaserBond Shares as at 7:00pm (AEDT) on 16 December 2021 with a registered address in Australia or New Zealand and who meet certain other conditions set out in this Booklet.

Your right to participate in the SPP is not transferrable.

# How to apply

If you are an Eligible Shareholder and wish to participate in the SPP, you may apply to purchase New Shares with a minimum application amount of \$2,000 and any additional New Shares in increments of \$1,000, with a maximum application amount of \$30,000.

You can apply for New Shares by either:

- completing the enclosed Application Form as instructed and returning it to the address indicated in the form, together with your payment; or
- making payment directly to BPAY. If you make your application by BPAY, you do not need to return the Application Form.

Your application and payment must be received by 5.00pm (AEDT) on 24 January 2022 (Closing Date).

# **Timetable**

The offer of New Shares under the SPP will be conducted in accordance with the following timetable\*:

Timetable	
Record Date	7.00pm (AEDT), 16 December 2021
Offer opens (Opening Date)	9.00am (AEDT), 31 December 2021



Offer closes (Closing Date)	5.00pm (AEDT), 24 January 2022
Issue of New Shares (Issue Date)	28 January 2022
Commencement of trading of New Shares on the ASX (Trading Date)	31 January 2022
Despatch of holding statements	31 January 2022

<sup>\*</sup>LaserBond may vary any of the above dates at its absolute discretion by lodging a revised timetable with the ASX.

# Use of proceeds

The Board presently intends that the funds raised from the SPP will be applied towards working capital.

As with any intended use of funds, this is a statement of the Company's current intention as at the date of this Booklet. Intervening events and new circumstances have the potential to affect the manner in which the funds are ultimately applied. The Board reserves the right to alter the way in which the funds are applied.

# Important information

The offer of New Shares under the SPP is being made in accordance with ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547, which grants relief from the requirement to issue a prospectus for the SPP.

The terms and conditions of the offer of New Shares under the SPP are set out in this Booklet. The Board of LaserBond encourages you to read this Booklet in its entirety and seek independent professional advice before deciding whether to participate in the SPP.

For further information about the SPP or how to apply, please call the Registry, Boardroom Pty Limited, on 1300 737 760 or +61 2 9290 9600 (if calling from outside Australia) between 8:30am to 5:30pm (AEDT), Monday to Friday.

On behalf of the Board of Directors, I thank you for your continued support of LaserBond and invite you to participate in the SPP.

Philip Suriano GAICD Chairman

LaserBond Limited

#### **Important Notice:**

You should read these Terms and Conditions carefully as you will be bound by them if you participate in the SPP.

If you participate in the SPP by completing and returning the Application Form or by making a payment by BPAY, you are accepting the risk that the market price of Shares may change between the date of the Offer, the date you apply for New Shares and the issue of New Shares to you. The value of the New Shares that you apply for, over time, is likely to rise and fall. Importantly, there is a risk that during the period between when you apply for New Shares and when the New Shares are issued to you, you may be able to buy Shares on the ASX at a lower price than the SPP Issue Price. After the issue of the New Shares to you, the value of these New Shares will fluctuate over time and there is no guarantee that their value will not fall below the SPP Issue Price.

# 1. Eligible Shareholders

- **1.1** Subject to clauses 1.2 to 1.5, you are entitled to participate in the share purchase plan (**SPP**), if you:
  - (a) were registered on the Register of LaserBond Limited as a Shareholder at 7.00pm (AEDT) on 16 December 2021 (Record Date);
  - (b) have a registered address on the Record Date in Australia or New Zealand; and
  - (c) if your registered address is in New Zealand, and you continue to hold Shares from the Record Date to the Opening Date,

## (Eligible Shareholder).

- 1.2 Eligible Shareholders who hold Shares as a "custodian" (as defined in ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547) (Custodian) may participate in the SPP on behalf of one or more persons for on whose behalf the Custodian holds Shares (Custodian Beneficiaries), provided the conditions set out in clause 4 are met.
- 1.3 If applications for more than \$2 million are received, LaserBond will scale back acceptances on a pro rata hasis
- 1.4 Shareholders who hold Shares on behalf of persons who reside outside Australia or New Zealand are not entitled to participate in the SPP.
- 1.5 If you are a joint holder of Shares, you are taken to be a single registered holder of Shares for the purposes of determining whether you are an Eligible Shareholder and joint holders are entitled to participate in the SPP in respect of that single holding only.

#### 2. Offer

- 2.1 LaserBond offers each Eligible Shareholder the opportunity to purchase up to \$30,000 worth of fully paid ordinary Shares in LaserBond (New Shares) under the SPP, subject to and in accordance with these Terms and Conditions (Offer).
- 2.2 Participation in the SPP is optional. The Offer is non-renounceable which means Eligible Shareholders cannot transfer their right to purchase New Shares to another person.
- 2.3 The Offer to each Eligible Shareholder (whether as a Custodian or on its own account) is made on these same Terms and Conditions.
- 2.4 All references to \$ or dollars in this Booklet are references to Australian dollars unless otherwise indicated.

# 3. Joint holders

3.1 Subject to clause 4, if you receive more than one Offer due to multiple registered holdings, you may apply for New Shares by way of different Application Forms, but you may not apply for New Shares with an aggregate value of more than \$30,000.

## 4. Custodians

4.1 If a Custodian applies for New Shares on behalf of a Custodian Beneficiary, LaserBond will not issue New Shares under the SPP unless the Custodian certifies the following in writing to LaserBond:

- (a) either or both of the following:
  - (i) that the Custodian holds the Shares on behalf of one or more persons that are not custodians (Participating Beneficiaries); or
  - (ii) that another custodian (Downstream Custodian) holds beneficial interests in Shares on behalf of a Participating Beneficiary, and the Custodian holds the Shares to which those beneficial interests relate on behalf of the Downstream Custodian or another custodian.
  - on the Record Date and that each Participating Beneficiary has subsequently instructed the following persons to apply for New Shares under the SPP on their behalf:
  - (i) if clause 4.1(a)(i) applies the Custodian; and
  - (ii) if clause 4.1(a)(ii) applies the Downstream Custodian,
- (b) the number of Participating Beneficiaries;
- (c) the name and address of each Participating Beneficiary, and that each Participating Beneficiary's address is located in Australia or New Zealand;
- (d) in respect of each Participating Beneficiary:
  - (i) if clause 4.1 (a)(i) applies the number of Shares that the Custodian holds on their behalf; and
  - (ii) if clause 4.1 (a)(ii) applies the number of Shares to which the beneficial interests relate;
- (e) in respect of each Participating Beneficiary:
  - (i) if clause 4.1 (a)(i) applies the number or the dollar amount of New Shares they instructed the Custodian to apply for on their behalf; and
  - (iii) if clause 4.1 (a)(ii) applies the number or the dollar amount of New Shares they instructed the Downstream Custodian to apply for on their behalf;
- (f) there are no Participating Beneficiaries in respect of which the total of the application price for the following exceeds \$30,000:
  - (i) the New Shares applied for by the Custodian under the SPP in accordance with the instructions referred to in clause 4.1(e); and
  - (ii) any other Shares issued to the Custodian in the 12 months before the application as a result of an instruction given by them to the Custodian or the Downstream Custodian to apply for Shares on their behalf under an arrangement similar to the SPP;
- (g) that a copy of this Booklet was given to each Participating Beneficiary; and
- (h) if clause 4.1 (a)(ii) applies the name and address of each Custodian who holds beneficial interests in the Shares held by the Custodian in relation to each Participating Beneficiary,

#### (Custodian Certificate).

**4.2** For further information about the custodian application

- process, a Custodian should contact the Registry, Boardroom Pty Limited, on 1300 737 760 or +61 2 9290 9600 if calling from outside Australia (Monday to Friday, 8:30am to 5:30pm (AEDT)).
- **4.3** Applications received from Custodians must be accompanied by a duly completed and signed Custodian Certificate.
- 4.4 If you hold Shares as a trustee or nominee for another person, but are not a Custodian, you cannot participate for beneficiaries in the manner described above. In this case, clause 3 applies.

#### 5. Applying for New Shares

- 5.1 If you are an Eligible Shareholder and wish to participate in the SPP, you may apply to purchase New Shares with a minimum application amount of \$2,000 and any additional New Shares in increments of \$1,000, with a maximum application amount of \$30,000. If you do not wish to participate in the SPP, you may disregard this Booklet.
- 5.2 You can apply for New Shares by either:
  - (a) completing and returning the enclosed Application Form as instructed and return it to the address indicated on the form, together with your payment; or
  - (b) making payment directly by BPAY. If you make your application by BPAY, you do not need to return the Application Form.
- 5.3 Your application and payment must be received by 5.00pm (AEDT) on 24 January 2022 (Closing Date). If you are sending the payment by post, then please leave several days for delivery. If you are paying by BPAY, then please check the processing cut-off times with your financial institution.
- 5.4 Eligible Shareholders who receive more than one Offer (for example, because they hold Shares in more than one capacity or in different registered holdings) may apply on different Application Forms for New Shares but may not apply for New Shares with an aggregate value of more than \$30,000.
- 5.5 LaserBond may either accept or reject your application for New Shares at its absolute discretion. LaserBond may reject your application in the following circumstances (among others):
  - (a) your Application Form is incorrectly completed, incomplete or otherwise determined by LaserBond to be invalid;
  - (b) your cheque is dishonoured;
  - (c) the cheque, bank draft or money order that you enclose with your Application Form is not made out for the dollar amount corresponding to the dollar amount of New Shares you have elected to purchase;
  - (d) your BPAY payment is not received by the Closing Date or is otherwise incomplete or invalid. Late payments will be refunded (without interest);
  - (e) LaserBond believes that you are applying either directly or indirectly (such as through a trust) to buy more than an aggregate of \$30,000 of New Shares;
  - (f) LaserBond believes that you and one or more other registered holders of the same or similar name or address are applying to buy more than an aggregate of \$30,000 of New Shares:
  - (g) your Application Form or cheque, bank draft or money order is not received by the Closing Date. Late payments will be refunded (without interest);
  - (h) LaserBond believes you are not an Eligible Shareholder (subject to compliance with any applicable Australian Securities and Investments Commission or ASX requirements); or

- your name is not recorded in the Register on the Record Date.
- 5.6 If your BPAY payment, cheque, bank draft or money order is for:
  - (a) an amount less than \$2,000, LaserBond may, at its discretion, reject your application for New Shares and refund your application money in full (without interest); or
  - (b) an amount greater than \$2,000 that is not equal to one of the designated amounts, LaserBond may, at its discretion:
    - (i) reject your application for New Shares and refund your application money in full (without interest); or
    - (ii) treat your application as if you had applied for the next lowest parcel of New Shares and refund the excess application money to you (without interest).

# 6. Issue price of New Shares under the SPP

- 6.1 The issue price per New Share under the SPP will be \$0.87 (SPP Issue Price), being the issue price paid by institutional investors under the Placement. The SPP Issue Price of \$0.87 per New Share represents a discount of 7.7% to the volume weighted average price of Shares traded during the five ASX trading days prior to and including the Record Date.
- 6.2 The current Share price can be obtained from the ASX and is listed in the financial and business section of major daily newspapers circulating in Australia.
- 6.3 You agree to pay the SPP Issue Price per New Share for the number of New Shares that are allocated to you in accordance with these Terms and Conditions.

#### 7. Number of New Shares to be issued

- 7.1 If you apply for New Shares, you will apply for a certain value, rather than a certain number of New Shares. If your application is accepted, LaserBond will divide the value of your application monies by the SPP Issue Price (as specified in clause 6) in order to determine the number of New Shares which, subject to Scale-back, will be issued to you.
- 7.2 If this calculation produces a fraction number, the number of New Shares you are issued will be rounded down to the nearest whole number of New Shares (refer to clause 10 for information on rounding in the event of a Scale-back).

# 8. The New Shares

- 8.1 New Shares will be issued on the Issue Date.
- 8.2 New Shares issued under the SPP will rank equally in all respects with existing Shares quoted on the ASX, with the same voting rights, distribution rights and other entitlements from issue.
- **8.3** LaserBond will apply for the New Shares issued under the SPP to be quoted on ASX.

# 9. Costs of participation

9.1 No brokerage or other transaction costs will apply to the application for, and issue of, New Shares under the SPP.

#### 10. Scale-back

10.1 If the total of the application monies under the SPP is greater than \$2 million, LaserBond may at its discretion scale-back the maximum number of New Shares issued to each Eligible Shareholder to the extent and in the manner that it sees fit (Scale-back). LaserBond will use its best endeavours to ensure that SPP participants have a reasonable opportunity to participate equitably in the overall capital raising. Accordingly, any Scale-back will be applied on a pro rata basis to all SPP participants.

- 10.2 If a Scale-back occurs, you may receive less than the parcel of New Shares for which you have applied.
- 10.3 If a Scale-back produces a fractional number of Shares when applied to your issue of New Shares, the number of New Shares you will be allocated will be rounded down to the nearest whole number of New Shares.
- 10.4 If there is a Scale-back, your application monies may be greater than the value of the New Shares you will be issued. In such event, the excess application monies will be refunded to you without interest by direct credit (to your nominated account as recorded on the Register) or cheque as soon as practicable.

#### 11. Risks

- 11.1 There is a risk that the market price of Shares may change between the date of the Offer, the date you apply for New Shares and the issue of New Shares to you. Accordingly, the value of the New Shares that you apply for, over time, is likely to rise and fall. Importantly, there is a risk that during the period between when you apply for New Shares and when the New Shares are issued to you, you may be able to buy Shares on the ASX at a lower price than the SPP Issue Price. After the issue of the New Shares to you, the value of these New Shares will fluctuate over time and there is no guarantee that their value will not fall below the SPP Issue Price.
- 11.2 This document is not a prospectus and has not been lodged with ASIC. This document does not contain the types of disclosure required to be contained in a prospectus. You must rely on previous disclosures made by LaserBond to the ASX and consult your professional financial and tax advisers before making a decision to participate in the SPP.

## 12. Effect of applying for New Shares

- **12.1** If you submit a BPAY payment or complete and return an Application Form:
  - (a) you acknowledge that you have read, understood and irrevocably and unconditionally agree to these Terms and Conditions and the Application Form in full and you agree not to do any act or thing which would be contrary to the spirit, intention or purpose of the SPP;
  - (b) you acknowledge that you are an Eligible Shareholder and that you are lawfully permitted to accept the Offer and participate in the SPP;
  - (c) you acknowledge that you do not reside outside Australia or New Zealand, or within the United States and you are not acting for the account or benefit of a person in the United States;
  - (d) if you have a registered address in New Zealand, you warrant that you continued to hold Shares from the Record Date to the Opening Date;
  - (e) you certify that the total of the application price for the following does not exceed \$30,000:
    - (i) the New Shares the subject of your application;
    - (ii) any other New Shares or any Shares that you acquired under any arrangement similar to the SPP in the 12 months before the date of your application;
    - (iii) any other New Shares which you have instructed a custodian to acquire on your behalf under the SPP; and
    - (iv) any other Shares issued to a custodian under an arrangement similar to the SPP in the 12 months before the date of your application under the SPP as a result of an instruction given by you to the custodian or another custodian and which resulted in you holding beneficial interests in such Shares,

even though you may have received more than one

Offer or received Offers in more than one capacity;

- (f) if you are a Custodian and are applying on behalf of a Custodian Beneficiary on whose behalf you hold Shares, you acknowledge and agree that:
  - you are a Custodian as that term is defined in ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547;
  - you held Shares on behalf of the Custodian Beneficiary as at the Record Date who has instructed you to apply for New Shares on their behalf under the SPP and that the Custodian Beneficiary has been given a copy of this document;
  - (iii) you are not applying for New Shares on behalf of any Custodian Beneficiary with an aggregate application amount of more than \$30,000 under the SPP;
  - (iv) the information in the Custodian Certificate submitted with your Application Form is true, correct and not misleading;
  - (g) you acknowledge your application is irrevocable and unconditional;
  - (h) you declare that all details and statements in your Application Form are true and complete and not misleading;
  - you authorise LaserBond to correct minor errors in your Application Form and to complete the Application Form by inserting any missing minor detail;
  - (j) you acknowledge that LaserBond may at any time determine that your Application Form is valid, in accordance with this Booklet, even if the Application Form is incomplete, contains errors or is otherwise defective;
  - (k) you acknowledge that no interest will be paid on any application monies held pending the issuance of the New Shares or subsequently returned to you for any reason;
  - you accept that LaserBond at its absolute discretion can make reductions in issuance of New Shares under a Scale-back;
  - (m) you acknowledge that LaserBond is not liable for any exercise of its discretions referred to in this Booklet;
  - (n) you accept the risk associated with any refund that may be dispatched to you to by cheque to your address or by direct credit to your nominated bank account as shown on the Register;
  - (o) you are responsible for any dishonour fees or other costs LaserBond may incur in presenting a cheque for payment which is dishonoured;

(p)

- (q) if you are acting as a trustee, nominee or Custodian, each beneficial Shareholder on whose behalf you are participating is resident in Australia or New Zealand and you have not sent this Booklet or any materials relating to the SPP outside Australia and New Zealand;
- (r) you agree to be bound by the constitution of LaserBond;
- (s) you acknowledge that neither LaserBond nor the Registry has provided you with investment advice or financial product advice, and that neither has any obligation to provide this advice, concerning your decision to apply for and buy New Shares, and that this Booklet has been prepared without taking into account

the objectives, financial situation or needs of individuals; and

(t) you are aware, and accept the risk, that the market price of Shares may change including (without limitation) between the date of the Offer, the date you apply for New Shares and the issue of New Shares to you (and accordingly the value of New Shares applied for, over time, is likely to rise and fall) and you accept the risk that during the period between when you apply for New Shares and when the New Shares are issued to you, you may be able to buy Shares on the ASX at a lower price than the SPP Issue Price.

#### 13. Timetable

- **13.1** Subject to clause 13.2:
  - (a) (Record Date) the Offer is made to all persons registered as holders of Shares at 7.00pm (AEDT) on 16 December 2021 whose address in the Register was in Australia or New Zealand;
  - (b) (Opening Date) the Offer opens at 9:00am (AEDT) on 31 December 2021;
  - (c) (Closing Date) the Offer closes at 5.00pm (AEDT) on 24 January 2022;
  - (d) (Issue Date) LaserBond proposes to issue the New Shares on 28 January 2022;
  - (e) (Trading Date) LaserBond expects trading on ASX of the New Shares issued under the SPP to commence on 31 January 2022; and
  - (f) (Despatch Date) the date on which transaction confirmations are sent to Shareholders and, if applicable, a direct credit deposit to your nominated account is made, or refund cheque is despatched, as a result of any Scale-back being applied to your application, is expected to be 31 January 2022.
- 13.2 LaserBond may vary any of the above dates in clause 13.1 at its absolute discretion (even if the Offer has been opened, or BPAY payments or Application Forms have been received) by lodging a revised timetable with ASY

# 14. No underwriting

The SPP is not underwritten.

# 15. Legislative instrument compliance

A registered holder of Shares will be ineligible to participate in the SPP if their participation would be in breach of ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547.

#### Dispute resolution, waiver, withdrawal, suspension, and termination

- 16.1 LaserBond may settle, in any manner it deems appropriate, any difficulties, anomalies, or disputes which may arise in connection with the operation of the SPP and its decision shall be conclusive and binding on all participants and other persons to whom the determination relates.
- 16.2 LaserBond reserves its right to waive strict compliance with any provisions of this Booklet and to amend or vary these Terms and Conditions set out in this Booklet and to suspend or terminate the SPP at any time. Any such amendment, variation, suspension or termination will be binding on all Eligible Shareholders even where LaserBond does not notify you of that event.
- 16.3 If the SPP is withdrawn or terminated, all application monies will be refunded. No interest will be paid on any money refunded to you.

#### 17. Privacy

17.1 LaserBond and the Registry are bound by the Privacy Act

1988 (Cth) in relation to the collection, use and disclosure of any personal information about you. Chapter 2C of the Corporations Act requires information about you as a Shareholder (including your name, address and details of the Shares you hold) to be included in the public register of LaserBond. This information must continue to be included in the public register if you cease to be a Shareholder.

- 17.2 LaserBond and the Registry may collect personal information to process your application, implement the SPP and administer your Shareholding. The personal information contained in the Register is also used to facilitate payments and corporate communications (including financial results, annual reports and other information to be communicated to Shareholders) and to ensure compliance with legal and regulatory requirements, including Australian taxation laws and the Corporations Act.
- 17.3 Your personal information may be disclosed to joint investors, the Registry, to securities brokers, to third party service providers, including print and mail service providers, technology providers and professional advisers, to related entities of LaserBond and its agents and contractors, and to ASX and other regulatory authorities, and in any case, where disclosure is required or allowed by law (which may include disclosures to the Australian Taxation Office and other government or regulatory bodies or where you have consented to the disclosure). In some cases, the types of organisations referred to above to whom your personal information may be disclosed may be located overseas.
- 17.4 The Registry's privacy policy is available on its website: <a href="http://boardroomlimited.com.au/corp/privacy-policy/">http://boardroomlimited.com.au/corp/privacy-policy/</a> LaserBond's privacy policy is available on its website: <a href="https://laserbond.com.au/privacy-statement.html">https://laserbond.com.au/privacy-statement.html</a>. Each privacy policy contains information about how you may seek access to, and correction of, your personal information and also contains information about how you can complain about a breach of the Privacy Act and how such a complaint will be dealt with.

# 18. Governing Law

This Booklet and the Offer are governed by the laws in force in New South Wales. Any dispute arising out of or in connection with the Terms and Conditions, or the Offer, will be determined by the courts of New South Wales. By accepting this Offer, you agree to submit to the exclusive jurisdiction of the courts in New South Wales.

# 19. Glossary

The following definitions apply throughout this Booklet unless the context requires otherwise. A reference to a clause is a reference to a clause in these Terms and Conditions.

**AEDT** Australian Eastern Daylight Time.

**Application Form** your personalised application form enclosed with this Booklet.

**ASIC** Australian Securities and Investments Commission.

**ASX** ASX Limited (ACN 008 624 691) or the market operated by it as the context requires.

Closing Date 5.00pm (AEDT), 24 January 2022 (or such other date as LaserBond determines, in its absolute discretion).

Company LaserBond Limited ACN 057 636 692.

Corporations Act Corporations Act 2001 (Cth).

**Custodian** a custodian as defined in paragraph 4 of ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547.

Custodian Beneficiaries has the meaning given in clause 1.2.

Custodian Certificate has the meaning given in clause 4.

**Director** a director of LaserBond Limited.

Downstream Custodian has the meaning given in clause 4.1.

Eligible Shareholder has the meaning given in clause 1.1.

**Issue Date** [insert date] (or such other date as LaserBond determines, in its absolute discretion).

LaserBond LaserBond Limited ACN 057 636 692.

New Shares the Shares to be issued under the SPP.

Offer the offer in clause 2.1.

Opening Date 9.00am (AEDT), 31 December 2021.

Participating Beneficiaries has the meaning given in clause 4.1.

**Placement** the placement of fully paid ordinary Shares by LaserBond to institutional and professional investors, raising \$10.0 million, announced on 17 December 2021.

Record Date 7.00pm (AEDT) on [insert date].

Register the register of Shareholders.

Registry Boardroom Pty Limited ACN 003 209 836.

Scale-back has the meaning given in clause 10.1.

**Terms and Conditions or SPP Terms and Conditions** the terms and conditions of the SPP set out in this Booklet.

**Trading Date** 31 January 2022 (or such other date as LaserBond determines, in its absolute discretion).

**Share** a fully paid ordinary share in LaserBond.

Shareholder a registered holder of Shares.

Shareholding a holding of Shares.

**SPP** the share purchase plan offer made to Eligible Shareholders under this Booklet.

SPP Issue Price \$0.87 per New Share.