

MinterEllison

19 June 2024

Markets Announcements Office
Australian Securities Exchange
Exchange Centre
20 Bridge Street
Sydney, NSW, 2000

Dear Sir/Madam

Off-market bid by Allegra Innovations Pty Ltd to acquire all ordinary shares in Allegra Medical Technologies Limited (ASX:AMT) (Offer)

We act for Allegra Innovations Pty Ltd (ACN 670 616 127) (**AI**).

AI is pleased to announce that it has today lodged its Bidder's Statement in respect of the Offer with the Australian Securities and Investments Commission. The Bidder's Statement was also served on Allegra Medical Technologies Limited (ACN 066 281 132) today.

In accordance with item 5 of section 633(1) of the *Corporations Act 2001* (Cth), we enclose a copy of AI's Bidder's Statement dated 19 June 2024.

Yours faithfully

MinterEllison



Contact: Dino Permadi
Dino.permadi@minterellison.com
Partner: Benjamin Smith
OUR REF: 1484735

BIDDER'S STATEMENT

ACCEPT

RECOMMENDED CASH OFFER

by

Allegra Innovations Pty Ltd

ACN 670 616 127

to acquire all of your ordinary shares in

Allegra Medical Technologies Limited

ACN 066 281 132

for

\$0.004 cash per AMT Share

**The Independent Directors of AMT unanimously
recommend**

**that you ACCEPT the AI Offer,
in the absence of a Superior Proposal and subject to a
Favourable Opinion from the Independent Expert**

THIS IS AN IMPORTANT DOCUMENT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you have any questions about the AI Offer or this document, or about how to accept the AI Offer, please contact your legal, financial, taxation or other professional adviser.

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Key dates

Date Offer announced	24 May 2024
Bidder's Statement lodged with ASIC and ASX and served on AMT	19 June 2024
Offer opens	20 June 2024
Offer closes (unless extended*)	22 July 2024

* The closing date for the AI Offer may be extended as permitted by the Corporations Act.

How to Accept

You may only accept the AI Offer in respect of all your AMT Shares.

Depending on the nature of your holding, you may accept the AI Offer in the following ways:

For Issuer Sponsored Holdings of AMT Shares (such holdings will be evidenced by an "I" appearing next to your securityholder reference number on the enclosed Acceptance Form), you may accept the Offer online or by using the enclosed Acceptance Form.

1. **Online acceptance:** To accept the AI Offer online, visit <https://investor.automic.com.au/#/signup> and follow these instructions before the AI Offer closes:
 - (a) Click "Register" then select "AMT Takeover Offer" from the dropdown list in the Issuer Name Field
 - (b) Enter your Securityholder Reference Number (SRN) as shown on your most recent holding statement
 - (c) Enter your postcode OR country of residence (only if outside Australia)
 - (d) Tick the box "I'm not a robot" and then select "Next"
 - (e) Complete the prompts to set up your username and password details
 - (f) Once you are logged in, select "Offers" from the left-hand vertical menu and follow the prompts.

2. **Acceptance Form:** To accept the AI Offer using a physical acceptance form, complete the enclosed Acceptance Form in accordance with the instructions on it and the terms of the AI Offer, and return it by post to the address on the Acceptance Form so that it is received before 7.00pm (AEST) on the last day of the Offer Period.

For CHESS Holdings of AI Shares (such holdings will be evidenced by an “X” appearing next to your holder identification number on the enclosed Acceptance Form), you may accept the AI Offer online, by using the enclosed Acceptance Form, or by instructing your Controlling Participant. To accept the AI Offer, you and your Controlling Participant must comply with the ASX Settlement Operating Rules by doing one of the following:

1. **Online acceptance:** To accept the AI Offer online, visit <https://investor.automic.com.au/#/signup> and follow the instructions below before the AI Offer closes. For your online acceptance to be an effective acceptance of the AI Offer, it must be received in sufficient time for the Share Registry to submit a request to your Controlling Participant, and your Controlling Participant to carry out your instructions, before the end of the Offer Period:
 - (a) Click “Register” then select "AMT Takeover Offer" from the dropdown list in the Issuer Name Field
 - (b) Enter your Holder Identification Number (HIN) as shown on your most recent holding statement
 - (c) Enter your postcode OR country of residence (only if outside Australia)
 - (d) Tick the box "I'm not a robot" and then select "Next"
 - (e) Complete the prompts to set up your username and password details
 - (f) Once you are logged in, select “Offers” from the left-hand vertical menu and follow the prompts.
2. **Acceptance Form:** To accept the AI Offer using a physical acceptance form, complete the enclosed Acceptance Form in accordance with the instructions on it and the terms of the AI Offer, and return it by post to an address on the Acceptance Form. For return of an Acceptance Form to be an effective acceptance of the AI Offer, it must be received in sufficient time for the Share Registry to submit a request to your Controlling Participant, and your Controlling Participant to carry out your instructions, before the end of the Offer Period; or
3. **Contact your Controlling Participant:** Contact your Controlling Participant (usually your broker) and instruct them to accept the AI Offer on your behalf so that it is processed before 7.00pm (AEST) on the last day of the Offer Period.

The website for lodgement of online acceptances is <https://investor.automic.com.au/#/signup>. If you are a Participant, acceptance of the Offer must be initiated in accordance with rule 14.14 of the ASX Settlement Operating Rules before the Offer closes. Full details on how to accept the Offer are set out in section 3 of Appendix 1 of this Bidder’s Statement.

Acceptance Form

The Acceptance Form which accompanies this Bidder’s Statement forms part of the Offer. The requirements on the Acceptance Form must be observed in accepting the AI Offer for your AMT Shares. If you are in any doubt as to how to deal with this document or complete the Acceptance Form, you should consult your legal, financial, or other professional advisers.

Important notices

Bidder's Statement

The offer described in this Bidder's Statement is given by Allegra Innovations Pty Ltd ACN 670 616 127 (**AI**) to Allegra Medical Technologies Limited ACN 066 281 132 (**AMT**) under Part 6.5 of the Corporations Act and sets out certain disclosures required by the Corporations Act together with the terms of the offer to acquire your AMT Shares (**AI Offer**).

You should read this Bidder's Statement in its entirety. This Bidder's Statement is dated 19 June 2024 and includes an offer dated 20 June 2024 in paragraph 1 of Appendix 1 to this Bidder's Statement. You should also read the Target's Statement.

No account of personal circumstances

This Bidder's Statement does not take into account your individual investment objectives, financial or taxation situation or particular needs. It does not contain personal advice. AI is not licensed to provide financial product advice in relation to AMT Shares or any other financial products. This Bidder's Statement should not be relied on as the sole basis for any investment decision in relation to AMT Shares or the AI Offer generally. You should obtain independent legal, financial, taxation or other professional advice before deciding whether to accept the AI Offer.

ASIC disclaimer

A copy of this Bidder's Statement was lodged with ASIC on 19 June 2024. Neither ASIC nor any of their respective officers takes any responsibility for the contents of this Bidder's Statement or the merits of the AI Offer.

Disclaimer as to forward looking statements

This Bidder's Statement contains forward-looking statements within the meaning of financial services and securities laws. These statements are based, among other things, on AI's assumptions, expectations, estimates, objectives, plans and intentions as of the date of this Bidder's Statement regarding the AI Offer, its success, expected benefits, the number of shares that AI will actually be able to purchase and any change to the Offer Consideration or conditions.

Forward-looking statements are based on AI's current estimates, expectations and assumptions, which AI believes are reasonable as at the date of this Bidder's Statement, and, accordingly, are subject to changes after that date. You should not place undue importance on forward-looking statements and should not rely on this information in respect of any other date.

Except as required under applicable legislation, AI does not undertake to update or revise these forward-looking statements, whether written or verbal, that may be made from time to time by it or on its behalf, whether as a result of new information, future events or otherwise.

None of AI or any of its officers, or any other person named in this Bidder's Statement with their consent, or any person involved in the preparation of this Bidder's Statement, makes any representation or warranty (express or implied) as to the accuracy or likelihood of fulfilment of any forward looking statement, except to the extent required by law.

Privacy

AI has collected your information from the AMT share registry for the purpose of providing you with this Bidder's Statement, making the AI Offer and payment to you of the Offer Consideration. The type of information AI has collected about you includes your name, contact details and information in respect of your shareholding in AMT. The Corporations Act requires the name and address of shareholders to be held in a public register. Your information may be disclosed on a confidential basis to AI's related bodies corporate and external service providers and may be required to be disclosed to regulators such as ASIC.

Notice to Foreign Shareholders

The distribution of this Bidder's Statement may, in some countries, be restricted by law or regulation. Accordingly, persons who come into possession of this Bidder's Statement should inform themselves of, and observe, those restrictions. This Bidder's Statement does not constitute an offer in any jurisdiction in which, or to any person to which, it would not be lawful to make such an offer.

Defined terms

Certain terms used in this Bidder's Statement have defined meanings, as set out in section 8 of this Bidder's Statement.

No internet site is part of this Bidder's Statement

References in this Bidder's Statement to AMT's website (<https://www.allegraorthopaedics.com/innovation-and-development/>) are for your reference only. Information contained in or otherwise accessible from that website are not part of this Bidder's Statement.

ACCEPT NOW

AI believes its Offer of \$0.004 cash per AMT Share provides you with a reasonable opportunity to realise certain value for your AMT Shares.

The AI Offer has been unanimously recommended by the Independent Directors of AMT, in the absence of a Superior Proposal and subject to a Favourable Opinion from the Independent Expert.

Letter from AI

Dear AMT Shareholder,

I am pleased to present you with an offer from Allegra Innovations Pty Ltd ACN 670 616 127 (**AI**), to acquire all of your ordinary shares in Allegra Medical Technologies Limited ACN 066 281 132 (**AMT**) at a price of \$0.004 cash for each of your AMT Shares.

A reasonable offer for AMT Shareholders

As you are aware, the AMT business finds itself in challenged circumstances. We note that, as disclosed in the half year financial report of AMT released to the ASX on 22 March 2024, AMT's total assets are \$440,510 against total current liabilities of \$2,053,097 with net liabilities of \$1,612,587. Additionally, AMT's shares remain suspended from quotation so it is not possible for you to sell your shares on the ASX, and it is not clear how long this will last. In addition, AI's long term investment horizon, private resources, and access to capital required to support the future development of AMT makes us the logical partner to support the future development of AMT. The AMT Board is also confident that AI can deliver a satisfactory outcome for all stakeholders when compared to a potential administration scenario AMT may face in the coming months.

A simple 'all cash' offer

The AI Offer is a reasonable one for you as an AMT Shareholder and values the equity of AMT at \$478,444 on an aggregate basis.

Being an 'all cash' offer, the AI Offer provides you with an opportunity to realise full and certain value for your entire AMT Shareholding at a time when you cannot sell your shares on the ASX, along with involving no transaction costs and no exposure to the potential risks associated with a continuing investment in a company whose shares remain suspended from quotation on the ASX.

The AI Offer is subject to various conditions, including AI and its associates acquiring a relevant interest in at least 90% of AMT Shares then on issue. Importantly, the AI Offer is not subject to any funding condition.

Unanimously recommended by the Independent Directors of AMT

The AI Offer has been unanimously recommended by the Independent Directors of AMT. All Independent Directors of AMT recommend that AMT Shareholders **ACCEPT** the AI Offer, in the absence of a Superior Proposal and subject to a Favourable Opinion from the Independent Expert.

AI and AMT – why it makes sense

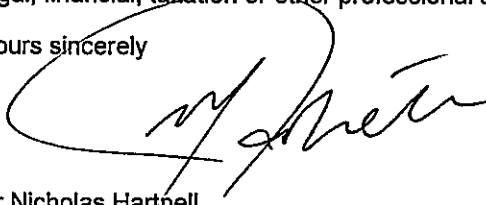
The Offer represents a reasonable opportunity for AMT and its shareholders, given the exceptional circumstances in which it is currently placed. AI considers that it is the only company whose strategic interests are so aligned with AMT such that they are in a position to make an Offer that allows AMT to avoid cease trading and appointing an administrator and allow its shareholders to recover some value on their AMT Shares. AI intends that AMT will look to continue to develop innovative technology to assist medical practitioners in the provision of orthopaedic services and create a better standard of care for patients.

Conclusion

I encourage you to accept the AI Offer as soon as possible. Details of the AI Offer are set out in this Bidder's Statement, which you should read in full. To accept the AI Offer, please follow the instructions in this Bidder's Statement and on the accompanying Acceptance Form. The AI Offer is open for you to accept until 7.00pm (AEDT) on Monday 22 July 2024, unless extended in accordance with the Corporations Act.

If you have any questions about the AI Offer, or about how to accept the AI Offer, please contact your legal, financial, ~~taxation or other~~ professional adviser.

Yours sincerely

A handwritten signature in black ink, appearing to read 'N. Hartnell', written over a large, faint circular watermark or stamp.

Dr Nicholas Hartnell
Allegra Innovations Pty Ltd

Summary of the AI Offer

This summary provides an overview of the AI Offer and is qualified by and should be read together with all sections of this Bidder's Statement and AMT's Target's Statement.

Capitalised terms not otherwise defined have the meanings given in section 8 of this Bidder's Statement.

The AI Offer	AI is offering to acquire all of your AMT Shares.
Offer Consideration	The Offer Consideration is \$0.004 cash for each AMT Share you hold.
Conditions to the AI Offer	<p>The AI Offer remains subject to the following Conditions:</p> <ul style="list-style-type: none"> • AI and its associates have a relevant interest in excess of 90% of the AMT Shares then on issue; • no material acquisitions, disposals, commitments in any property or other assets of AMT or any of its subsidiaries; • no Prescribed Occurrences between the date AI gives its Bidder's Statement to AMT and the end of the Offer Period; • no Prescribed Occurrences between the Announcement Date and service of this Bidder's Statement; • AMT has complied with conduct of business obligations between the Announcement Date and the end of the Offer Period; • no materially adverse action taken by a Regulatory Authority to restrain, prohibit or impede the AI Offer; • non-existence or exercise of certain rights; and • AMT enters into a deed with each holder of options over AMT Shares to cancel those options for an amount agreed by AMT, the relevant option holder and AI. <p>These Conditions are set out in full in Appendix 2 to this Bidder's Statement. The status of these Conditions as at the date of this Bidder's Statement is set out in section 7.8.</p>
Offer closing date	The AI Offer is scheduled to close at 7.00pm (AEDT) on 22 July 2024 unless the Offer is extended or withdrawn.
No stamp duty	No stamp duty will be payable by you on acceptance of the AI Offer.

Why You Should Accept the AI Offer

- 1. The AI Offer represents reasonable value for AMT Shareholders.**
- 2. The Independent Directors of AMT unanimously recommend that you accept the AI Offer, in the absence of a Superior Proposal and subject to a Favourable Opinion from the Independent Expert.**
- 3. The AI Offer is a simple all cash offer.**
- 4. The AI Offer provides all AMT Shareholders with access to full liquidity.**
- 5. The AI Offer is the only offer presently available for your AMT Shares.**
- 6. The AI Offer secures a satisfactory outcome to all AMT Shareholders in light of the severely challenged circumstances in which the AMT business finds itself.**

Further details on each of these six reasons for ACCEPTING the AI Offer are set out in section 1 of this Bidder's Statement. You should read this entire Bidder's Statement and AMT's Target's Statement before deciding whether to accept the AI Offer.

1. Reasons why you should ACCEPT the AI Offer

1.1 The AI Offer represents reasonable value for AMT Shareholders

The Offer Consideration of \$0.004 cash per AMT Share represents reasonable value for AMT Shareholders.

1.2 The Independent Directors of AMT unanimously recommend that you accept the AI Offer, in the absence of a Superior Proposal and subject to a Favourable Opinion from the Independent Expert

The AI Offer is unanimously recommended by the Independent Directors of AMT; all Independent Directors of AMT recommend that AMT Shareholders accept the AI Offer, in the absence of a Superior Proposal and subject to a Favourable Opinion from the Independent Expert.

Subject to that same qualification, each Independent Director of AMT intends to accept the AI Offer for all AMT Shares they hold or otherwise control.

1.3 The AI Offer is a simple all cash offer

Being an 'all cash' offer, the AI Offer provides you with a unique opportunity to realise full and certain value for your entire AMT shareholding, with no transaction costs and no exposure to the potential risks associated with a continuing investment in a company whose shares remain suspended from quotation on the ASX.

AMT Shareholders who accept the AI Offer will be paid on the earlier of one month after the AI Offer becomes or is declared Unconditional and 21 days after the end of the Offer Period.

The AI Offer is subject to various Conditions, including AI and its associates acquiring a relevant interest in excess of more than 90% of AMT Shares then on issue. Importantly, the AI Offer is not subject to any funding condition.

The Conditions to the AI Offer are set out in full in Appendix 2 to this Bidder's Statement. The status of these Conditions as at the date of this Bidder's Statement is set out in section 7.8.

1.4 The AI Offer provides all AMT Shareholders with access to full liquidity

AMT Shareholders face limited opportunities to achieve full liquidity in respect of their shares in AMT, in particular given AMT's shares remain suspended from quotation on the ASX and it is not currently possible for any AMT shareholders to sell their shares on the ASX.

1.5 The AI Offer is the only offer presently available for your AMT Shares

The AI Offer is the only offer presently available for your AMT Shares.

As at the date of this Bidder's Statement, neither AI nor AMT is aware of any other party intending to make an offer for AMT Shares which is higher than the AI Offer.

AMT has agreed to certain exclusivity restrictions that restrict it from soliciting any competing proposals from, entering into discussions with, or providing due diligence material to, any competing bidder, qualified by a market standard fiduciary-out. However, these restrictions do

not prevent AMT from considering an unsolicited competing proposal that is, or may reasonably lead to, a Superior Proposal.

1.6 The AI Offer secures a satisfactory outcome to all AMT Shareholders in light of the challenged circumstances in which the AMT business finds itself

As you are aware, the AMT business has experienced challenging circumstances in recent times. We note as disclosed in the half year financial report of AMT released to the ASX on 22 March 2024 that AMT's total assets are \$440,510 against total current liabilities of \$2,053,097 with net liabilities of \$1,612,587.

In addition, AMT's shares remain suspended from quotation and it is not clear how long this will last, and hence it is not possible for any AMT Shareholders to currently sell their shares on the ASX.

We believe the AI Offer secures a satisfactory outcome to all AMT shareholders by allowing you to sell your AMT Shares and exit the business. The Offer represents a reasonable opportunity for AMT and its shareholders, given the exceptional circumstances in which it is currently placed. AI considers that it is the only company whose strategic interests are so aligned with AMT such that they are in a position to make an Offer that allows AMT to avoid ceasing trading and appointing an administrator and allow its shareholders to recover some value on their shares. AI intends that AMT will look to continue to develop the gahnite based orthopaedic products developed by AMT and work to bring these to market through both the FDA and locally if feasible.

For further details, please refer to the full copy of the executed Bid Implementation Agreement.

You should read this entire Bidder's Statement and AMT's Target's Statement before deciding whether to accept the AI Offer.

2. The AI Offer – Your Questions Answered

This section answers some key questions that AMT Shareholders may have in relation to the AI Offer. This information is a summary only and is qualified by and should be read together with all sections of this Bidder's Statement and AMT's Target's Statement.

No	Question	Answer
1.	What is the Bidder's Statement?	This Bidder's Statements sets out the terms of the AI Offer and information relating to the AI Offer and the Offer Consideration you will receive.
2.	What is the AI Offer?	AI is offering to acquire all of your AMT Shares for \$0.004 cash for each AMT Share held, on the terms and Conditions set out in Appendix 1 and Appendix 2 to this Bidder's Statement.
3.	Who is making the AI Offer?	<p>AI, a wholly-owned subsidiary of Robinwood that is controlled by Dr Nicholas Hartnell, is offering to acquire all of your AMT Shares.</p> <p>AI is an orthopaedic devices distribution company with its headquarters in Sydney. The company owns its own orthopaedic designs and continues to work with companies innovating in new orthopaedic devices and soft tissue reconstruction devices.</p> <p>Robinwood, headquartered in Bowral, NSW, is an investment company controlled by Dr Nicholas Hartnell and presently owns 43.69% of the ordinary shares in AMT. In May 2023, Robinwood acquired the business assets of the Orthopaedics Division from AMT, demonstrating a unique focus on the provision of orthopaedic services. AI also shares a keen interest in developing the gahnite based orthopaedic products developed by AMT.</p> <p>Further information about AI is provided in section 3 of this Bidder's Statement.</p>
4.	What is the recommendation of the AMT Directors in relation to the AI Offer?	The Independent Directors of AMT unanimously recommend that all AMT Shareholders accept the AI Offer, in the absence of a Superior Proposal and subject to a Favourable Opinion from the Independent Expert.
5.	What are the intentions of the AMT Directors in relation to their own Shares?	Each AMT Director who holds or controls AMT Shares has stated that they intend to accept the AI Offer in respect of the AMT Shares they hold or control, in the absence of a Superior Proposal.
6.	How do I accept the AI Offer?	<p>To accept the AI Offer:</p> <ul style="list-style-type: none"> online, visit https://investor.automic.com.au/#/signup and follow the instructions provided in your access letter or your personalised

		<p>email in sufficient time for it to be processed before the AI Offer closes; or</p> <ul style="list-style-type: none"> complete the enclosed Acceptance Form in accordance with the instructions on it so that it is received in sufficient time for it to be processed before the end of the Offer Period. <p>You may only accept the AI Offer for all of your AMT Shares. Acceptances must be received in sufficient time for your acceptance to be processed before the end of the Offer Period at 7.00pm (AEDT) on 22 July 2024, unless the AI Offer is extended or withdrawn.</p> <p>See paragraph 3 of Appendix 1 to this Bidder's Statement and the Acceptance Form for further details on how to accept the AI Offer.</p>
7.	Can I accept the AI Offer for only some of my AMT Shares?	No, you can only accept the AI Offer in relation to all of your AMT Shares. You can only withdraw your acceptance of the Offer in limited circumstances. See paragraph 11 of Appendix 1 for further details.
8.	What happens if I do not accept the AI Offer?	<p>If AI becomes entitled to compulsorily acquire your AMT Shares, it intends to do so. If your AMT Shares are compulsorily acquired, it will be on the same terms (including the same Offer Consideration for each AMT Share acquired) as the AI Offer. However, you will have to claim the offer consideration via the compulsory acquisition claims process from AMT so payment will be much later than AMT Shareholders who chose to accept the AI Offer.</p> <p>If you do not accept the AI Offer and AI and its associates do not acquire a relevant interest in at least 90% of AMT Shares or not all of the Conditions of the AI Offer are satisfied or waived, you will remain an AMT shareholder and will not receive the Offer Consideration offered by AI.</p>
9.	When does the AI Offer close?	<p>The AI Offer will open for acceptance on 20 June 2024 and is scheduled to close at 7.00pm (AEDT) on 22 July 2024, unless the AI Offer is extended or withdrawn. This is the current deadline for your acceptance of the AI Offer. Your completed Acceptance Form or online acceptance must be received in sufficient time for it to be processed by AI by this deadline.</p> <p>The Offer Period may be extended as permitted by the Corporations Act.</p>
10.	Can AI extend the Offer Period?	<p>Yes, the Offer Period can be extended at the discretion of AI in accordance with the Corporations Act.</p> <p>In addition, if, within the last seven days of the Offer Period, either of the following events occur:</p> <ul style="list-style-type: none"> the AI Offer is varied to improve the consideration offered; or AI's voting power in AMT increases to more than 50%, <p>the Offer Period will be automatically extended so that it ends 14 days after the relevant event in accordance with section 624(2) of the Corporations Act.</p>

11.	What are the Conditions to the AI Offer?	<p>The AI Offer remains subject to the following Conditions:</p> <ul style="list-style-type: none"> • AI and its associates have a relevant interest in excess of 90% of the AMT Shares then on issue; • no material acquisitions, disposals, commitments in any property or other assets of AMT or any of its subsidiaries; • no Prescribed Occurrences between the date AI gives the Bidder's Statement to AMT and the end of the Offer Period; • no Prescribed Occurrences between the Announcement Date and service of this Bidder's Statement; • AMT has complied with conduct of business obligations between the Announcement Date and the end of the Offer Period; • no materially adverse action taken by a Regulatory Authority to restrain, prohibit or impede the AMT Offer; • non-existence or exercise of certain rights; and • AMT enters into a deed with each holder of options over AMT Shares to cancel those options for an amount agreed by AMT, the relevant option holder and AI. <p>These Conditions are set out in full in Appendix 2 to this Bidder's Statement. The status of these Conditions as at the date of this Bidder's Statement is set out in section 7.8.</p>
12.	What happens if the Conditions are not satisfied or waived?	<p>If the Conditions are not satisfied or waived before the end of the Offer Period, the AI Offer will lapse and any acceptances of the AI Offer will be void. In those circumstances, AMT shareholders who have accepted the AI Offer will continue to hold their AMT Shares and be free to deal with them as if the Offer had not been made.</p>
13.	When does the AI Offer become unconditional?	<p>The AI Offer becomes unconditional when AI gives a notice to AMT declaring the AI Offer to be free of the Conditions, as set out in Appendix 2 to this Bidder's Statement.</p>
14.	Do I pay stamp duty if I accept?	<p>No stamp duty will be payable by you on acceptance of the AI Offer.</p>
15.	What are the tax implications of accepting the AI Offer?	<p>Section 6 contains a general overview of the likely Australian tax implications of accepting the AI Offer. The tax implications of accepting the AI Offer will vary for each AMT Shareholder. Therefore, you should consult your legal, financial, taxation or other professional adviser on the tax implications of accepting the AI Offer in light of your specific circumstances.</p>

3. Profile of AI

3.1 AI

AI is an orthopaedic devices distribution company with its headquarters in Sydney. The company owns its own orthopaedic designs and continues to work with companies innovating in new orthopaedic devices and soft tissue reconstruction devices. AI is focussed on developing innovative technology to assist medical practitioners in the provision of orthopaedic services and create a better standard of care for patients.

AI is a wholly-owned subsidiary of Robinwood. Robinwood, is an investment company controlled by Dr Nicholas Hartnell and presently owns 43.69% of the ordinary shares in AMT. AI has voting power in AMT of 43.69%. In May 2023, Robinwood acquired the business assets of the Orthopaedics Division from AMT, demonstrating a keen interest in the provision of orthopaedic services.

3.2 Board of Directors of AI

Name	Position	Biography
Nicholas Hartnell	Sole Director	<p>Dr Nicholas Hartnell graduated from the University of Sydney in 1995 with a Bachelor of Medicine and a Bachelor of Surgery. He has worked in numerous hospitals, both rural and in the city, in particular at the Royal North Shore Hospital and Lismore Hospital. Additionally, he received the honour of working at Shriners Hospital in Portland, Oregon USA.</p> <p>Dr Hartnell is now an orthopaedic surgeon at the Southern Highlands Private Hospital in Bowral, New South Wales. His focus is on the care of patients (both adults and paediatrics) surgically across all aspects of orthopaedics, while maintaining a firm belief in the importance of non-operative management. Dr Hartnell has a particular interest in general orthopaedics knee replacements and robot assisted knee replacements.</p> <p>Dr Hartnell has brought this considerable medical expertise to his position as Director of AI, as well as to the board of Robinwood of which he is also a Director. His long standing experience in the medical sector, deep knowledge of AI, and his strong professional background in orthopaedics provides a substantial benefit to both companies.</p>

3.3 Rationale for the AI Offer

If the AI Offer is successful, AI intends that AMT will look to continue to develop the gahnite based orthopedic products developed by AMT and work to bring these to market through both the FDA and locally if feasible.

AI recognises that the comprehensive clinical offering AMT provides to its patients and partners is critical and unique in the Australian market.

3.4 Offer Consideration

If acceptances are received for all AMT Shares on issue as at the date of this Bidder's Statement, the amount of cash that AI would be required to pay at the conclusion of the Offer Period is \$478,444.

3.5 Funding of Offer Consideration

The Offer will be entirely funded from AI's existing cash reserves and debt facilities. AI has cash and cash equivalents which significantly exceed the Offer Consideration payable to all AMT Shareholders under the Offer.

The Offer is not conditional on AI obtaining finance to fund the payment of the Offer Consideration.

3.6 Provision of consideration

On the basis of the arrangements described in section 3.5, AI considers that it has reasonable grounds to believe, and does believe, that AI will be able to provide the consideration offered under the AI Offer in sufficient time to enable AI to discharge its obligations to AMT Shareholders who have accepted the AI Offer.

4. Profile of AMT

4.1 Disclaimer

The information in this section 4 in relation to AMT has been prepared based on a review of publicly available information which has not been independently verified by AMT. AI does not make any representation or warranty, express or implied, as to the accuracy or completeness of such information.

The information on AMT in this Bidder's Statement should not be considered comprehensive.

Further information relating to AMT's business and its securities will be included in AMT's Target's Statement.

4.2 Profile of AMT

AMT seeks to improve health care standards and expectations of quality of life for patients through constant innovation and development. Its product the Active Knee, in the field of primary knee replacement prostheses, has been recognised amongst the leading designs in the Australian market, according to the 2007 Australian Orthopaedic Associations Joint Registry. AMT's principal products have been on the shelves for over 15 years. Consequently, AMT has been able to consolidate its position in the Australian market, while also seeking to infiltrate markets in the USA, UK, and European markets.

4.3 AMT Directors

The current members of the AMT Board are set out in the table below.

Name
Peter Kazacos
Sean Mulhearn
Nicholas Hartnell

4.4 AMT securities and capital structure

According to documented lodged by AMT with ASX as at the date of this Bidder's Statement, the following securities in AMT are currently on issue:

Class	Number
AMT Shares	119,611,028

The relevant interest of AI in AMT Shares immediately before the Offer Date is described in section 7.3.

5. AI's intentions in relation to AMT

5.1 Introduction

This section 5 sets out AI's intentions, on the basis of the facts and information concerning AMT which are known to AI and the existing circumstances affecting the business of AMT, in relation to:

- (a) the continuation of the business of AMT;
- (b) any major changes to be made to the business of AMT; and
- (c) the future employment of the present employees of AMT.

Although AI believes that the intentions, views and opinions reflected in this section 5 have been made on a reasonable basis, no assurance can be given that such intentions, views or opinions will prove to be correct.

5.2 Intentions for AMT as a wholly owned controlled entity

This section describes AI's intentions if AI and its associates acquire a relevant interest in 90% or more of AMT Shares, and AI becomes entitled to proceed to compulsory acquisition of outstanding AMT Shares in accordance with Part 6A.1 of the Corporations Act.

In that circumstance, AI's current intentions are as follows.

- (a) **Corporate matters**

AI intends to:

- (i) proceed with compulsory acquisition of the outstanding AMT Shares in accordance with the provisions of Part 6A.1 of the Corporations Act; and
- (ii) reconstitute the AMT Board with nominees of AI. Those nominees have not yet been identified by AI. A final decision on the selection of AI's nominees will be made in light of the circumstances at the relevant time.

(b) **General operational review**

If AI acquires all of the AMT Shares, AI intends to conduct a thorough and broad-based general review of AMT's corporate structure, assets, businesses and operations. This review will apply quantitative and qualitative factors to measure performance and areas for improvement.

In particular, AI intends to design an optimal strategy that will achieve positive synergies through leveraging the strengths of both AMT with those of AI to create a client-centric innovative model to meet future healthcare needs.

(c) **Impact on employees**

AI understands AMT has no employees.

AI will seek to achieve cost and operating efficiencies from integrating AMT's operations within the AI Group.

5.3 Intentions for AMT as a part owned entity

It is a condition of the AI Offer that AI and its associates acquire a relevant interest in at least 90% of AMT Shares (**Minimum Acceptance Condition**). AI does not currently intend to waive this condition. However, AI reserves the right to do so, and should it do so, AI will provide supplementary disclosure regarding any change in intentions based on the then prevailing circumstances.

5.4 Intentions generally

Subject to the matters described above in this section and elsewhere in this Bidder's Statement and, in particular, the completion of the strategic review of AMT operations, it is the present intention of AI, on the basis of the facts and information concerning AMT that are known to it and the existing circumstances affecting the assets and operations of AMT at the date of this Bidder's Statement, that AI will:

- (a) not make any major changes to AMT's existing business and strategy; and
- (b) provide a strong financial platform for AMT in Australia and, with AI's reputation and global resources, provide AMT with the opportunities to expand its leading reputation and highly credentialed team into new markets over time.

6. Taxation considerations

6.1 Introduction

This section provides a general overview of the Australian income tax, stamp duty and GST implications for AMT Shareholders on disposing of their AMT Shares (through acceptance of the AI Offer) in return for cash consideration.

This section is only relevant for Australian tax resident and foreign tax resident AMT Shareholders who hold their AMT Shares on capital account. This section does not consider the Australian tax consequences for AMT Shareholders:

- who hold their AMT Shares as trading stock or as revenue assets;
- who hold their AMT Shares as assets used in carrying on a business or as part of a profit making undertaking or scheme;
- who acquired their AMT Shares through an employee share scheme;
- who are Australian tax residents but who hold their AMT Shares as part of an enterprise carried on, at or through a permanent establishment in a foreign country;
- who are foreign tax residents who hold their AMT Shares as part of an enterprise carried on, at or through a permanent establishment in Australia;
- who are under a legal disability;
- that are financial institutions, insurance companies, partnerships, tax exempt organisations, trusts (except where expressly stated), superannuation funds (except where expressly stated) or temporary residents; or
- who are subject to the taxation of financial arrangements rules in relation to gains and losses on their AMT Shares.

The information in this section is based on the Australian taxation law and practice in effect as at the date of this Bidder's Statement. It is not intended to be an authoritative or complete statement or analysis of the taxation laws applicable to the particular circumstances of every AMT Shareholder. AMT Shareholders should seek independent professional advice regarding the taxation consequences of accepting the AI Offer and disposing of their AMT Shares.

6.2 Taxation consequences of disposal of AMT Shares by Australian residents

A general overview of the income tax consequences relevant for AMT Shareholders who dispose of their AMT Shares by way of transfer to AI and that are Australian residents for tax purposes is outlined below.

Under the AI Offer, the AMT Shareholders will dispose of their AMT Shares to AI in exchange for the Offer Consideration.

The disposal of AMT Shares to AI under the AI Offer will constitute a CGT event for the AMT Shareholders. The CGT event will happen in relation to an AMT Shareholder:

- at the time the AMT Shareholder accepts the AI Offer; or

- if the AMT Shareholder does not accept the AI Offer and the AMT Shares are compulsorily acquired by AI, the time at which the AMT Shares are acquired.

AMT Shareholders who accept the AI Offer will:

- make a capital gain if the capital proceeds received on the disposal of their AMT Shares are more than the cost base of those AMT Shares; or
- make a capital loss if the capital proceeds received on the disposal of their AMT Shares are less than the reduced cost base of those AMT Shares.

The capital proceeds on the disposal of the AMT Shares will be the Offer Consideration.

The cost base (or reduced cost base) of AMT Shares in the hands of the AMT Shareholders will be broadly the original amount paid to acquire their AMT Shares and any non-deductible incidental costs associated with the acquisition of the AMT Shares and the disposal to AI.

AMT Shareholders may be entitled to reduce any capital gain on the disposal of their AMT Shares by applying the CGT discount (discussed below).

CGT Discount

The CGT discount should generally be available to AMT Shareholders who are individuals, trusts or complying superannuation funds and have held their AMT Shares for at least 12 months before the time the CGT event happens as a result of disposing of the AMT Shares by accepting the AI Offer.

Broadly, the CGT discount enables the AMT Shareholders to reduce the capital gain arising from the sale of AMT Shares (after first applying any current year or prior year capital losses) by 50% for individuals and trusts and by 33 1/3% for complying superannuation funds.

The application of the CGT discount rules to an AMT Shareholder that is a trustee of a trust is complex, particularly where distributions to beneficiaries of the trust are attributable to discounted capital gains. AMT Shareholders that are trustees of trusts should obtain specific tax advice in relation to the application of the CGT discount.

The CGT discount is not available to AMT Shareholders that are companies.

Capital Losses

A capital loss will arise where the capital proceeds received by the AMT Shareholders on the disposal of their AMT Shares are less than the reduced cost base of those shares.

A capital loss may be used to offset any other capital gains made by the AMT Shareholders for the relevant year of income or may be carried forward to offset capital gains in future income years. Capital Losses cannot be offset against revenue gains. Specific loss recoupment rules apply to companies to restrict their ability to utilise capital losses in future years in some circumstances. AMT Shareholders should obtain their own tax advice in relation to the operation of these rules.

6.3 Taxation consequences of disposal of AMT Shares by foreign residents

A general overview of the Australian income tax consequences relevant for AMT Shareholders who dispose of their AMT Shares by accepting the AI Offer and who are foreign residents for tax purposes is outlined below.

Generally, an AMT Shareholder who is a foreign resident for Australian income tax purposes and who does not carry on business in Australia at or through a permanent establishment should not be subject to CGT on the disposal of their AMT Shares, unless, broadly:

- the foreign resident AMT Shareholder (together with its Tax Associates) hold 10% or more of the issued shares in AMT or 10% of the voting rights in AMT at the time of the CGT event that happens on the disposal of the AMT Shares or for any continuous twelve-month period within two years preceding the time of the CGT event; and
- more than 50% of the market value of AMT is represented by real property in Australia (broadly, real property situated in Australia, or mining, quarrying or prospecting rights, where the minerals, petroleum or quarry materials are in Australia).

A shareholding that meets these conditions is referred to as an *indirect Australian real property interest*. Importantly, foreign resident AMT Shareholders must assess whether they are subject to CGT at the time of the CGT event resulting from the disposal of their AMT Shares because they have an indirect Australian real property interest. Foreign resident AMT Shareholders who are subject to CGT on the disposal of their AMT Shares will not be entitled to the CGT discount.

AMT Shareholders who are foreign residents for income tax purposes should note that the Australian tax consequences from the disposal of AMT Shares may be affected by any double tax agreement between Australia and their country of residence. Foreign resident AMT Shareholders should obtain specific tax advice in relation to this.

6.4 Foreign resident capital gains withholding rules

Under the foreign resident capital gains withholding rules, a bidder in an off-market takeover bid has an obligation, subject to certain exceptions, to pay an amount equal to 12.5% of the offer consideration to the ATO if the shares acquired from a target shareholder qualify as indirect Australian real property interests (as described above) and the bidder either:

- knows that the target shareholder is a foreign resident; or
- reasonably believes that the target shareholder is a foreign resident; or
- does not reasonably believe that the target shareholder is an Australian resident and either:
 - (i) the target shareholder has an address outside Australia; or
 - (ii) the bidder is authorised to make payment of the offer consideration to a place outside Australia (whether to the target shareholder or to anyone else).

If the bidder considers that it has an obligation to make the above payment to the ATO, it must withhold the applicable amount from the Offer Consideration paid to the relevant target shareholder. Where the bidder pays the withheld amount to the ATO, the bidder will be discharged of any liability to pay that amount of the Offer Consideration to the target shareholder.

However, in relation to the AI Offer, based on AI's review of publicly available information on AMT as at the date of this Bidder's Statement, AI is of the opinion that the AMT Shares are not indirect Australian real property interests. Accordingly, AI does not consider that it has an obligation to make the above payment to the ATO and so will not withhold in accordance with these tax law changes any amount from the Offer Consideration payable to any AMT Shareholder who accepts the Offer.

6.5 Stamp duty

AI will pay the stamp duty (if any) payable in the relevant jurisdictions in Australia on the acquisition of AMT Shares under the AI Offer.

6.6 GST

The disposal of AMT Shares to AI under the AI Offer should either be an input taxed financial supply for GST purposes (if the AMT Shareholder is an Australian resident and registered for GST), or an out-of-scope supply (if the AMT Shareholder is not registered for GST or is a foreign resident). In either case, AMT Shareholders should not be liable to GST in respect of the disposal of their AMT Shares to AI pursuant to the AI Offer.

AMT Shareholders may be charged GST on costs (such as brokerage and advisor fees) that relate to their participation in the AI Offer. AMT Shareholders will generally not be entitled to claim full input tax credits for the GST incurred on such costs that relate to the disposal of the AMT Shares, subject to some exemptions.

AMT Shareholders should obtain independent advice in relation to the impact of GST (including their entitlement to claim input tax credits or reduced input tax credits for GST incurred on costs) based on their individual circumstances.

7. Additional information

7.1 Date for determining holders of AMT Shares

For the purposes of section 633 of the Corporations Act, the date for determining the people to whom information is to be sent under items 6 and 12 of subsection 633(1) is the Register Date.

7.2 Bid Implementation Agreement

On 24 May 2024, AI and AMT entered into a Bid Implementation Agreement. This document sets out the agreed basis on which AI will make the AI Offer and the respective obligations of AI and AMT in relation to the AI Offer.

A summary of the key elements of the Bid Implementation Agreement is set out below.

(a) **Facilitation of Offer**

AMT must participate in efforts reasonably requested by AI to promote the merits of the Offer, including meeting with key AMT Shareholders and stakeholders of AMT.

(b) **Obligation to recommend the Takeover Bid**

AMT must prepare the Target's Statement which contains the Independent Director's unanimous recommendation that AMT Shareholders accept the Offer made to them under the Takeover Bid and that they intend to accept the Offer in respect of all AMT Shares they hold or control in the absence of a Superior Proposal and subject to a Favourable Opinion from the Independent Expert.

(c) **Exclusivity**

The Bid Implementation Agreement contains certain exclusivity arrangements in favour of AI. These obligations may be summarised as follows:

- (i) **No existing discussions:** AMT represents and warrants that neither it nor its Representatives are participating in discussions or negotiations with a third party that concern or could reasonably be expected to lead to a Competing Proposal and that it has requested the destruction of confidential information of AMT from all third parties conducting due diligence investigations on the AMT Group prior to the date of the Bid Implementation Agreement.
- (ii) **No shop:** AMT must not, and must ensure that each of its Representatives do not, directly or indirectly, solicit, invite, initiate or encourage any Competing Proposal or any enquiries, negotiations, or discussions with any Third Party in relation to, or that could reasonably be expected to lead to a Competing Proposal or communicate any intention to do any of those things;
- (iii) **No talk:** AMT must not, and must ensure that each of its Representatives do not, participate in negotiations or discussions in relation to a Competing Proposal (or which could reasonably be expected to lead to a Competing Proposal), even if the Competing Proposal was not directly or indirectly solicited or the Competing Proposal has been publicly announced.

- (iv) **No due diligence:** AMT must not, and must ensure that each of its Representatives do not, solicit or permit any Third Party to undertake due diligence investigation on AMT.
- (v) **Notification of approaches:** AMT must promptly notify AI in writing of any attempt or any intention on the part of any person to initiate or continue any negotiations or discussions with AMT, any of its Related Entities, or any of their respective Representatives, with respect to, or that could reasonably be expected to lead to, any Competing Proposal. That notice must be accompanied by all material details of the relevant event.
- (vi) **Fiduciary out:** The obligations in sections 7.2(c)(ii), 7.2(c)(iii), 7.2(c)(iv) and 7.2(c)(v) are qualified by a market standard fiduciary-out including where the AMT Board has determined in good faith (and after receiving external consultation) that failing to take the action or refusal to take the action with respect to the Competing Proposal would, or would reasonably be likely to, constitute a breach of the fiduciary, statutory or legal obligations of the AMT Board.

(d) **Termination**

Either AMT or AI may terminate the Bid Implementation Agreement at any time by notice in writing if:

- (i) the other party is in breach of a material term of the Bid Implementation Agreement or any representation and warranty is untrue, inaccurate or misleading in a material respect and in the case of a breach of a material term, that breach is not remedied within five Business Days of receiving notice from the non-breaching party; or
- (ii) in circumstances where:
 - (A) a Court issues a final and non-appealable order or ruling to take an action which permanently restrains or prohibits the Offer;
 - (B) AI withdraws the Offer or informs AMT in writing that it will not proceed with the Offer due to non-satisfaction of a Condition;
 - (C) AI varies the terms of the Offer such that the terms of the Offer are less favourable to the AMT Shareholders than the Conditions; or
 - (D) the Offer lapses without the Conditions being satisfied or waived.

AI can terminate the Bid Implementation Agreement at any time if AMT has breached its obligations set out in sections 7.2(a) and (b) above, its conduct of business obligations, prescribed consultation obligations, any of the exclusivity obligations in clause 7 of the Bid Implementation Agreement, any Independent Director changes or withdraws their recommendation that AMT Shareholders accept the Offer made under the Takeover Bid for all their AMT Shares or makes a public statement that they support a Competing Proposal, any of the Conditions are breached or become incapable of being satisfied, or a Prescribed Occurrence eventuates.

AMT can terminate the Bid Implementation Agreement at any time if the AMT Board (or a majority of the Independent Directors) changes or withdraws their recommendation that AMT Shareholders accept the Offer made under the Takeover Bid for all their AMT Shares or makes a public statement indicating that they support a Competing Proposal, provided that AMT has complied with the exclusivity obligations under clause 7 of the Bid Implementation Agreement and has determined that a Competing Proposal constitutes a Superior Proposal or the Independent Expert has concluded in their independent expert's report that the Offer is not fair and not reasonable.

7.3 Interest in AMT Shares

Immediately before the Offer Date, AI has voting power in AMT of 43.69% and a relevant interest in 51,033,264 AMT Shares.

7.4 AI's dealings in AMT Shares

During the four months before the Offer Date, neither AI nor its associates provided or agreed to provide consideration for any AMT Shares.

7.5 No agreements with AMT Directors

There is no agreement between AI or its associates and an AMT Director or another officer of AMT in connection with or conditional on the outcome of the AI Offer.

7.6 No escalation agreements

Neither AI nor any of its associates has entered into any escalation agreement that is prohibited by section 622 of the Corporations Act.

7.7 No collateral benefits

During the four months before the Offer Date, neither AI nor an associate gave, offered to give or agreed to give a benefit to another person that was likely to induce the other person or an associate to:

- (a) accept an offer under the Takeover Bid; or
- (b) dispose of securities in the bid class,

that was not offered to all holders of securities in the bid class.

7.8 Conditions

- (a) The AI Offer is subject to a number of Conditions set out in Appendix 2 to this Bidder's Statement. Under the terms of the AI Offer and the Corporations Act, any, some or all of those Conditions may be waived by AI.
- (b) To the extent that it is within its powers to do so, each party must use reasonable endeavours to procure that:
 - (i) each of the Conditions is satisfied as soon as practicable after the date of this agreement or continues to be satisfied at all times until the last time it is to be satisfied (as the case may require); and

- (ii) there is no occurrence within the control of either of them (as the context requires) or their Related Entities that would prevent the Conditions being satisfied.
- (c) If at the end of the Offer Period, AI has not declared the AI Offer to be unconditional and there are any Conditions that have not been fulfilled, then any contract resulting from acceptance of the AI Offer will be void with effect from the end of the Offer Period, and the relevant AMT Shares will be returned to the holder.
- (d) At the date of this Bidder's Statement, AI is not aware of any events which would result in a breach or inability to satisfy any of the Conditions. As at the date of this Bidder's Statement, the following is the status of each of the conditions of the Offer.
 - (i) Minimum Acceptance Condition – this condition is not yet fulfilled;
 - (ii) No material acquisitions, disposals, commitments, etc – AI is not aware of any material acquisitions, disposals, commitments, etc having occurred, being announced or becoming known to AI;
 - (iii) No Prescribed Occurrences – AI is not aware of any Prescribed Occurrence having occurred;
 - (iv) Conduct of business – AI is not aware of any conduct by AMT which would breach the conduct of business provisions;
 - (v) No regulatory actions – AI is not aware of any regulatory actions;
 - (vi) Non-existence of exercise of certain rights - AI is not aware of any person (other than a member of the AI Group) having any rights to terminate or alter any material assets of AMT or its subsidiaries; and
 - (vii) Unlisted options are cancelled – this condition is not yet fulfilled.

7.9 Consents

- (a) The following persons have given and have not, prior to the lodgement of this Bidder's Statement with ASIC, withdrawn their consent to the following statements and references in this Bidder's Statement, in the form and context in which they appear:
 - (i) MinterEllison to be named as legal adviser to AI.
 - (ii) Automic Pty Ltd to be named as AI's share registry.
- (b) Each person named in this section as having given its consent to the inclusion of a statement or to being named in this Bidder's Statement:
 - (i) does not make, or purport to make, any statement in this Bidder's Statement or any statement on which a statement in this Bidder's Statement is based other than, in the case of a person referred to above as having given their consent to the inclusion of a statement, a statement included in this Bidder's Statement with the consent of that person; and
 - (ii) to the maximum extent permitted by law, expressly disclaims and takes no responsibility for any part of this Bidder's Statement, other than a reference to its name and, in the case of a person referred to above as having given their consent

to the inclusion of a statement, any statement or report which has been included in this Bidder's Statement with the consent of that party.

7.10 ASIC modifications and exemptions

- (a) ASIC has also published various 'Class Order' and other legislative instruments providing for modifications and exemptions that apply generally to all persons, including AI, in relation to the operation of Chapters 6 and 6A of the Corporations Act.
- (b) As required by Class Order 13/521, AI will make available a copy of these documents (or relevant extracts of these documents), free of charge, to AMT Shareholders who request them during the Offer Period.
- (c) In addition, as permitted by ASIC Corporations (Consents to Statements) Instrument 2016/72, this Bidder's Statement may include or be accompanied by certain statements:
 - (i) fairly representing a statement by an official person; or
 - (ii) a correct and fair copy of, or extract from, a public official document or a published book, journal or comparable publication,

where the statement was not made, or published, in connection with the Takeover Bid or AI or AMT or any business, property or person the subject of this Bidder's Statement or the Target's Statement.

7.11 Other material information

Except as disclosed in this Bidder's Statement, there is no other information that:

- (a) is material to the making of the decision by AMT Shareholders whether or not to accept the AI Offer; and
- (b) is known to AI,

which has not previously been disclosed to AMT Shareholders.

8. Definitions and interpretation

8.1 Definitions

The following definitions apply in this Bidder's Statement (including its Appendices) and in the Acceptance Form, unless the context requires otherwise.

Definitions	Meaning
Acceptance Form	the acceptance and transfer form enclosed with this Bidder's Statement.
AEDT	Australian Eastern Daylight Time.
AI	Allegra Innovations Pty Ltd ACN 670 616 127.
AI Group	AI and its Related Bodies Corporate.
AI Offer or Offer	the offer by AI for your AMT Shares under the terms and conditions of this Bidder's Statement.
AMT	Allegra Medical Technologies Limited ACN 066 281 132.
AMT Board	the board of Directors of AMT.
AMT Director	a Director of AMT.
AMT Group	AMT and its Related Bodies Corporate
AMT Share or Share	a fully paid ordinary share issued in the capital of AMT.
AMT Shareholder	a person registered as a holder of one or more of AMT Shares during the Offer Period.
Announcement Date	the date the AI Offer was announced, being 24 May 2024.
ASIC	the Australian Securities and Investments Commission.
ASX	ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the context requires).
ASX Settlement	ASX Settlement Pty Limited (ABN 49 008 504 532), the body which administers the CHESS system in Australia.
ASX Settlement Operating Rules	the Settlement rules of ASX Settlement, a copy of which is available at www.asx.com.au .
Bid Implementation Agreement	the Bid Implementation Agreement entered into between AI and AMT dated 24 May 2024 in relation to the AI Offer.
Bidder's Statement	this document, being the statement of AI under Part 6.5 Division 2 of the Corporations Act relating to the AI Offer.
Business Day	a day that is not a Saturday, Sunday, bank holiday or public holiday in Sydney, Australia.
CGT	capital gains tax.

CHES Holding a number of shares which are registered on the register of members of AMT, being a register administered by ASX Settlement and which records uncertified holdings of AMT Shares.

Competing Proposal means any proposal, offer, or transaction by a third party other than a member of the AI Group that, if completed, would mean:

- (a) a person would acquire a relevant interest or voting power in 10% or more of AMT Shares or the securities of any member of the AMT Group;
- (b) a person would enter into, buy, dispose of, terminate or otherwise deal with any cash settled equity swap or other synthetic, economic or derivative transaction connected with or relating to 10% or more of AMT Shares or the securities of any member of the AMT Group;
- (c) a person would directly or indirectly acquire or obtain an interest (including an economic interest) in all or a substantial part or material part of the business conducted by, or assets or property of, the AMT Group;
- (d) a person would acquire control (as defined in section 50AA of the Corporations Act) of AMT or any member of the AMT Group;
- (e) a person may otherwise directly or indirectly acquire, or merge with, AMT (including by way of takeover bid, scheme of arrangement, capital reduction, sale of assets, sale of securities, strategic alliance, dual listed company structure, joint venture or partnership); or
- (f) AMT will issue, on a fully diluted basis, 10% or more of its capital as consideration for the assets or share capital or another person,

or any proposal by AMT to implement any reorganisation of capital or dissolution. Each successive material modification or variation of any proposal, offer or transaction in relation to a Competing Proposal will constitute a new Competing Proposal.

Condition where used in the context of the AI Offer, each defeating condition to which the AI Offer is subject, as set out in Appendix 2 to this Bidder's Statement.

Control has the meaning given in section 50AA of the Corporations Act.

Controlling Participant has the meaning given in the ASX Settlement Operating Rules.

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

Director has the meaning given in section 9AC of the Corporations Act.

End Date	the date on which the Offer Period ends.
Favourable Opinion	means the opinion by the Independent Expert that the Offer is fair and reasonable, or not fair but reasonable.
Foreign Shareholder	means an AMT Shareholder whose address on the register of members of AMT is in a jurisdiction other than Australia or its external territories or New Zealand.
GST	goods and services tax.
Government Agency	any government, any department, office or minister of any government and any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial agency, authority, board, commission, tribunal or entity and includes ASIC.
Holder Identification Number or HIN	has the same meaning as in the ASX Settlement Operating Rules.
Independent Expert	means the independent expert appointed by the Independent Directors.
Issuer Sponsored Holdings	a holding of AMT Shares on the AMT issuer sponsored sub register.
Independent Directors	the Directors of AMT other than Dr Nick Hartnell.
Minimum Acceptance Condition	Condition 1 in Appendix 2.
Offer Consideration	\$0.004 cash per AMT Share.
Offer Date	20 June 2024, being the date on which the first of the Offers was sent to each holder of AMT Shares registered in the AMT Share register at the Register Date.
Offer Period	the period during which the AI Offer will remain open for acceptance in accordance with paragraph 2 of Appendix 1 to this Bidder's Statement.
Participant	an entity admitted to participate in the Clearing House Electronic Subregister system under rule 4.3.1 and 4.4.1 of the ASX Settlement Operating Rules.
Prescribed Occurrence	As defined in paragraph 3 of Appendix 2.
Register Date	the date set by AI under subsections 633(2) to (4) inclusive of the Corporations Act, being 17 June 2024.
Regulatory Authority	means: <ul style="list-style-type: none"> (a) ASIC; (b) a governmental or governmental, semi-governmental, administrative, fiscal or judicial body in Australia;

- (c) a minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government in Australia; and
- (d) any regulatory organisation established under statute or the rules of any financial market (as defined in Chapter 7 of the Corporations Act) in Australia.

Related Body Corporate	has the meaning given to it in the Corporations Act.
Relevant Interest	has the meaning given in the Corporations Act.
Representative	means in relation to a party: <ul style="list-style-type: none"> (a) each of the party's Subsidiaries; and (b) each of the Directors, officers, employees and advisers of that party or of any of its Subsidiaries.
Rights	means all accretions and rights that accrue to or arise from AMT Shares after the Announcement Date, including all rights to receive dividends (but expressly excludes any franking credits attaching to those dividends or other distributions), to receive or subscribe for shares, notes or other securities and all other distributions or entitlements declared, paid, made or issued by AMT after that date.
Robinwood	Robinwood Investments Pty Limited ACN 162 121 664.
Share Registry	means Automic Pty Ltd ACN 152 260 814
SRN	the Securityholder Reference Number allocated by AMT to identify an AMT Shareholder on its issuer sponsored subregister and has the same meaning as in the ASX Settlement Operation Rules.
Subsidiary	has the meaning given in section 9 of the Corporations Act.
Superior Proposal	means a written bona fide Competing Proposal which the AMT Board acting in good faith and, after having first obtained written advice from its legal and financial advisers determines is: <ul style="list-style-type: none"> (a) is reasonably capable of being completed, taking into account all aspects of the Competing Proposal; and (b) more favourable to AMT Shareholders than the Takeover Bid, taking into account all the terms and conditions of the Competing Proposal.
Takeover Bid	the off-market takeover bid constituted by the despatch of the Offers in accordance with the Corporations Act.
Takeover Transferee Holding	has the same meaning as in the ASX Settlement Operating Rules.

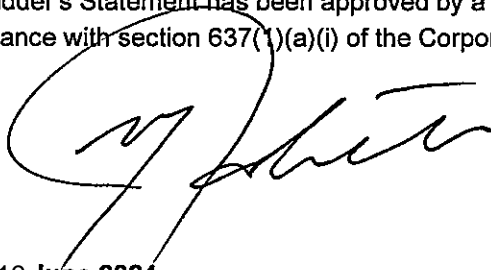
Target's Statement	the target's statement prepared by AMT and sent to AMT Shareholders in response to the AI Offer, in accordance with section 638 of the Corporations Act.
Tax Associates	has the meaning given to 'associates' in section 318 of the <i>Income Tax Assessment Act 1936</i> (Cth).
Third Party	any person or entity (including a Regulatory Authority) other than a member of the AI Group or a member of the AMT Group.
Unconditional	that the Offers and any contracts resulting from acceptance of the Offers are no longer subject to fulfilment of any of the Conditions to which the AI Offer is subject, as set out in Appendix 2 to this Bidder's Statement.

8.2 Interpretation

- (a) Unless otherwise defined, words and phrases which are defined by the Corporations Act have the same meaning in this Bidder's Statement and the Acceptance Form and, if a special meaning is given for the purposes of Chapter 6 or 6A or a provision of Chapter 6 or 6A of the Corporations Act, have that special meaning.
- (b) Headings are for convenience only, and do not affect interpretation.
- (c) The following rules also apply in interpreting this Bidder's Statement and the Acceptance Form, except where the context makes it clear that a rule is not intended to apply:
 - (i) a singular word includes the plural, and vice versa;
 - (ii) a word which suggests one gender includes the other genders;
 - (iii) unless otherwise stated references in this Bidder's Statement to sections, paragraphs and sub-paragraphs are to sections, paragraphs and subparagraphs of this Bidder's Statement;
 - (iv) a reference to a person includes a body corporate, partnership, joint venture, associate or other entity;
 - (v) a reference to time is a reference to time in Sydney, Australia, unless otherwise specifically indicated;
 - (vi) a reference to any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (vii) a reference to a document or instrument includes the document or instrument as novated, altered, amended, supplemented or replaced from time to time; and
 - (viii) a reference to \$ is to Australian dollars.

9. Approval of Bidder's Statement

This Bidder's Statement has been approved by a resolution passed by the sole Director of AI in accordance with section 637(1)(a)(i) of the Corporations Act.

A handwritten signature in black ink, appearing to be 'G. White', written over a large, faint circular stamp or watermark.

Dated 19 June 2024

Appendix 1 – Terms of the AI Offer

1. The AI Offer

- (a) AI offers to acquire all of your AMT Shares on and subject to the terms and conditions set out in this Appendix 1.
- (b) The consideration under the AI Offer is \$0.004 cash per AMT Share, subject to the operation of paragraph 1(c).
- (c) By accepting the AI Offer, you undertake to transfer to AI not only the AMT Shares to which the AI Offer relates but also all Rights attached to those AMT Shares (see paragraphs 11(c)(iv), 11(c)(v) and 12). In broad terms, the effect of this is that the Offer Consideration of \$0.004 cash per Share will be reduced by the per Share amount of any dividends declared by AMT after the Announcement and that accrue to or arise from your AMT Shares.
- (d) The AI Offer is dated 20 June 2024.

2. Offer Period

- (a) Unless withdrawn, the AI Offer will remain open for acceptance during the period commencing on the date of the AI Offer (20 June 2024) and ending at 7.00pm (AEDT) on the later of:
 - (i) 22 July 2024; and
 - (ii) any date to which the Offer Period is extended.
- (b) AI reserves the right, exercisable in its sole discretion, to extend the Offer Period in accordance with the Corporations Act.

3. How to accept the AI Offer

3.1 General

- (a) Subject to paragraphs 4(b) and 4(c), you may accept the AI Offer only for all of your AMT Shares.
- (b) You may accept the AI Offer at any time during the Offer Period.

3.2 Shares held in your name on AMT's issuer sponsored sub register (your SRN starts with an "I")

To accept the AI Offer for AMT Shares held in your name on AMT's issuer sponsored subregister at the time of acceptance (in which case your SRN will commence with "I"), you may accept the Offer online or by using the Acceptance Form sent with this Bidder's Statement.

Online acceptance:

- (a) To accept the Offer online, you must visit <https://investor.automic.com.au/#/signup> and follow these instructions:
- (i) Click "Register" then select "AMT Takeover Offer" from the dropdown list in the Issuer Name Field
 - (ii) Enter your SRN as shown on your most recent holding statement
 - (iii) Enter your postcode OR country of residence (only if outside Australia)
 - (iv) Tick the box "I'm not a robot" and then select "Next"
 - (v) Complete the prompts to set up your username and password details
 - (vi) Once you are logged in, select "Offers" from the left-hand vertical menu and follow the prompts.
 - You will need your SRN and postcode or (for Foreign Shareholders) country of residence associated with your AMT Shares to log in; and
 - You will receive on-screen confirmation of submission of your acceptance of the Offer, and a further confirmation via email to the email address you provided after you logged in.
- (b) If your AMT Shares are held in more than one name, a holder must have the authority of all other joint holders to act on their behalf to submit an online acceptance of the Offer in respect of the jointly held AMT Shares.
- (c) Your online acceptance of the Offer must be received before the end of the Offer Period.

Acceptance Form:

To accept the Offer using an Acceptance Form, you must:

- (d) complete and sign the Acceptance Form in accordance with the terms of the AI Offer and the instructions on the Acceptance Form; and
- (e) ensure that the Acceptance Form (including any documents required by the terms of the AI Offer and the instructions on the Acceptance Form) is received before the end of the Offer Period, at one of the addresses shown on the Acceptance Form.

3.3 Shares held in your name in a CHESS Holding (your HIN starts with an "X")

To accept the AI Offer for AMT Shares held in a CHESS Holding at the time of acceptance (in which case your HIN will commence with "X") you may accept the Offer in one of the following ways.

Online acceptance:

- (a) To accept the Offer online, you must visit <https://investor.automic.com.au/#/signup> and follow these instructions:
- (i) Click "Register" then select "AMT Takeover Offer" from the dropdown list in the Issuer Name Field
 - (ii) Enter your HIN as shown on your most recent holding statement

- (iii) Enter your postcode OR country of residence (only if outside Australia)
- (iv) Tick the box "I'm not a robot" and then select "Next"
- (v) Complete the prompts to set up your username and password details
- (vi) Once you are logged in, select "Offers" from the left-hand vertical menu and follow the prompts.
 - You will need your HIN and postcode or (for Foreign Shareholders) country of residence (if your AMT Shares are registered outside Australia) associated with your AMT Shares to log in; and
 - You will receive on-screen confirmation of submission of your acceptance of the Offer, and a further confirmation via email to the email address you provided after you logged in. This will authorise AI and the Share Registry to request your Controlling Participant to initiate acceptance of the AI Offer on your behalf.
- (b) If your AMT Shares are held in more than one name, a holder must have the authority of all other joint holders to act on their behalf to submit an online acceptance of the AI Offer in respect of the jointly held AMT Shares.
- (c) The Share Registry will submit a request to your Controlling Participant initiated by any online submission of your acceptance of the AI Offer. Until your Controlling Participant responds it will not be taken as being validly submitted. There may not be sufficient time to do so for any online acceptances submitted by CHESS holders too late during the Offer Period. Consequently, AI strongly recommends that you submit your online acceptance of the AI Offer a reasonable period before the end of the Offer Period. Neither AI nor the Share Registry will be responsible should your Controlling Participant not complete your acceptance before the end of the Offer Period, after which time your submission will be deemed invalid.

Direct instruction to Controlling Participant:

Alternatively, you may:

- (a) directly instruct your Controlling Participant (this is normally your broker) to initiate acceptance of the AI Offer on your behalf in accordance with rule 14.14 of the ASX Settlement Operating Rules, such initiation occurring before the end of the Offer Period; or
- (b) if you are a Participant, initiate acceptance of the AI Offer in accordance with rule 14.14 of the ASX Settlement Operating Rules before the end of the Offer Period.

Acceptance Form

Alternatively, you may sign and complete the Acceptance Form in accordance with the terms of the AI Offer and the instructions on the Acceptance Form and ensure that it (including any documents required by the terms of the AI Offer and the instructions on the Acceptance Form) is received before the end of the Offer Period, at one of the addresses shown on the Acceptance Form, and in so doing authorise AI to request your Controlling Participant to initiate acceptance of the AI Offer on your behalf in accordance with rule 14.14 of ASX Settlement Operating Rules.

You must comply with any other applicable ASX Settlement Operating Rules.

3.4 Online acceptances

In relation to the online facility at <https://investor.automic.com.au/#/signup>:

- (a) Where the Acceptance Form requires an additional document to be delivered with your Acceptance Form (such as a power of attorney), you may not submit an acceptance of the AI Offer via the online facility, and you must instead use another method to accept the AI Offer.
- (b) Neither AI nor the Share Registry accepts any responsibility or liability for any website downtime, delays or access failure that may occur due to any circumstances beyond its control, and which may delay or impede your ability to access the online facility or make a submission using it. The use of the online facility is at your own risk.

3.5 Acceptance Form and other documents

- (a) The Acceptance Form forms part of the AI Offer.
- (b) If your Acceptance Form (including any documents required by the terms of the AI Offer and the instructions on the Acceptance Form) is returned to AI, for your acceptance to be valid you must ensure that they are despatched or delivered in sufficient time for them to be received by AI at one of the addresses shown on the Acceptance Form before the end of the Offer Period.
- (c) When using the Acceptance Form to accept the AI Offer in respect of AMT Shares in a CHESS Holding, you must ensure that the Acceptance Form (and any documents required by the terms of the AI Offer and the instructions on the Acceptance Form) are received by AI in time for AI to instruct your Controlling Participant to initiate acceptance of the AI Offer on your behalf in accordance with rule 14.14 of the ASX Settlement Operating Rules, such initiation occurring before the end of the Offer Period.
- (d) The postage or other transmission of the Acceptance Form and other documents is at your own risk.

4. Offerees

(a) Registered holders

The AI Offer is being made to each person registered as the holder of AMT Shares in the register of AMT Shareholders on the Register Date. It also extends to any person who becomes registered, as the holder of AMT Shares during the Offer Period.

(b) Transferees

If at any time during the Offer Period another person is able to give good title to some or all of your AMT Shares and you have not already accepted the AI Offer for those AMT Shares, then that person may accept the AI Offer as though the AI Offer had been made to them in respect of those AMT Shares.

(c) Trust and nominees

- (i) If, at any time during the Offer Period, you are registered or entitled to be registered as the holder of one or more parcels of AMT Shares as trustee or

nominee for, or otherwise on account of, another person, you may accept as if a separate AI Offer on the same terms and conditions as this AI Offer had been made in relation to each of those parcels and any parcel you hold in your own right. To validly accept the offer for each parcel, you must comply with the procedure in subsection 653B(3) of the Corporations Act.

- (ii) If, for the purposes of complying with that procedure, you require additional copies of this Bidder's Statement and/or the Acceptance Form, please email hello@automicgroup.com.au.
- (iii) If your AMT Shares are registered in the name of a broker, investment dealer, bank, trust company or other nominee, you should contact that party for assistance in accepting the AI Offer.

5. Conditions of the AI Offer

The AI Offer and any contract that results from an acceptance of the AI Offer, are subject to the Conditions in Appendix 2.

6. Nature and benefit of conditions

- (a) The Conditions in Appendix 2 are conditions subsequent to the formation of a binding contract upon acceptance of the AI Offer. The non-fulfilment of any condition subsequent does not, until the end of the Offer Period, prevent a contract to sell your AMT Shares from arising, but entitles AI by written notice to you to rescind the contract resulting from your acceptance of the AI Offer.
- (b) Subject to the Corporations Act, AI alone is entitled to the benefit of the Conditions or to rely on any non-fulfilment of any of them.
- (c) Each Condition in Appendix 2 is a separate, several and distinct condition. No condition will be taken to limit the meaning or effect of any other condition.

7. Freeing the AI Offer of conditions

AI may free the AI Offer, and any contract resulting from its acceptance, from all or any of the Conditions in Appendix 2, either generally or by reference to a particular fact, matter, event, occurrence or circumstance (or class thereof), by giving a notice to AMT declaring the AI Offer to be free from the relevant Condition or Conditions specified, in accordance with section 650F of the Corporations Act. By AI giving such a notice in relation to a condition, AI waives the condition.

This notice may be given not less than 7 days before the end of the Offer Period.

If, at the end of the Offer Period, the Conditions in Appendix 2 have not been fulfilled and AI has not declared the AI Offer (or it has not become) free from those Conditions, all contracts resulting from the acceptance of the AI Offer will be automatically void.

8. Notice on status of conditions

The date for giving the notice on the status of the conditions required by subsection 630(1) of the Corporations Act is Friday, 12 July 2024 being not more than 14 days and not less than 7 days before the end of the Offer Period (subject to extension in accordance with subsection 630(2) if the Offer Period is extended).

9. Contract void if conditions not fulfilled

Your acceptance of the AI Offer, and any contract resulting from your acceptance of the AI Offer, will be automatically void if:

- (a) at the end of the Offer Period, any of the Conditions in Appendix 2 is not fulfilled; and
- (b) AI has not declared the AI Offer free from the Conditions in Appendix 2 as provided in paragraph 7.

10. Validity of acceptances

- (a) Subject to this paragraph 10, your acceptance of the AI Offer will not be valid unless it is made in accordance with the procedures set out in paragraph 3.
- (b) AI will determine, in its sole discretion, all questions as to the form of documents, eligibility to accept the AI Offer and time of receipt of an acceptance of the AI Offer. AI is not required to communicate with you prior to making this determination. The determination of AI will be final and binding on all parties.
- (c) AI may, in its sole discretion, at any time and without further communication to you, deem any Acceptance Form it receives to be a valid acceptance in respect of your AMT Shares, even if a requirement for acceptance has not been complied with. However, the payment of the consideration in accordance with the AI Offer may be delayed until any irregularity has been resolved or waived and any other documents required to procure registration have been received by AI.
- (d) AI will provide the consideration to you in accordance with paragraph 13 in respect of any part of an acceptance determined by AI to be valid.
- (e) If any AMT Shares delivered by you are not exchanged for cash for any reason under the terms and conditions of the AI Offer, they will be returned to you (at your risk) as promptly as practicable following the expiration or withdrawal of the AI Offer. In such case, AI will return, at your risk, your Acceptance Form together with any other documents forwarded by you, to your address as shown on the Acceptance Form or such other address as you may notify AI in writing.
- (f) The transmission by you of the Acceptance Form and any documents in accordance with paragraph 3 is at your own risk. No acknowledgement of receipt of any such documents will be given to you by or on behalf of AI.

11. The effect of acceptance

- (a) Once you have accepted the AI Offer, you will be unable to revoke your acceptance and the contract resulting from your acceptance will be binding on you. You will consequentially be unable to withdraw your AMT Shares from the AI Offer or otherwise dispose of your AMT Shares, except as follows:
- (i) if, by the relevant time specified in paragraph 11(b), the Conditions in Appendix 2 have not all been fulfilled or waived, the AI Offer will automatically terminate and your AMT Shares will be returned to you; or
 - (ii) if the Offer Period is extended for more than one month and, at the time, the AI Offer is subject to one or more of the Conditions in Appendix 2, you may be able to withdraw your acceptance in respect of your AMT Shares in accordance with section 650E of the Corporations Act. A notice will be sent to you at the time explaining your rights in this regard.
- (b) The relevant time for the purposes of paragraph 11(a)(i) is the end of the Offer Period.
- (c) By signing and returning the Acceptance Form, or otherwise accepting the AI Offer under paragraph 3, you will be deemed to have:
- (i) accepted the AI Offer (and any variation of it) in respect of all of your AMT Shares and, subject to all of the Conditions to the AI Offer in Appendix 2 being fulfilled or waived, assigned all of your beneficial interest in your AMT Shares to AI, conveyed beneficial title to your AMT Shares to AI and agreed to transfer to AI your AMT Shares (even if the number of AMT Shares specified on the Acceptance Form differs from the number of your AMT Shares), subject to paragraphs 4(b) and 4(c);
 - (ii) represented and warranted to AI, as a fundamental condition going to the essence of the contract resulting from your acceptance, that at the time of acceptance, and the time the transfer of your AMT Shares (including any Rights) to AI is registered, that all AMT Shares that are and will be free from all mortgages, charges, liens, encumbrances and adverse interests of any nature (whether legal or otherwise) and free from restrictions on transfer of any nature (whether legal or otherwise), that you have full power and capacity to accept the AI Offer and to sell and transfer the legal and beneficial ownership in your AMT Shares (including any Rights) to AI, and that you have paid to AMT all amounts which at the time of acceptance have fallen due for payment to AMT in respect of your AMT Shares;
 - (iii) irrevocably authorised AI (and any Director, secretary, agent or nominee of AI) to alter the Acceptance Form on your behalf by inserting correct details of your AMT Shares, filling in any blanks remaining on the form and rectifying any errors or omissions as may be considered necessary by AI to make it an effective acceptance of the AI Offer or to enable registration of your AMT Shares in the name of AI;
 - (iv) irrevocably authorised and directed AMT to pay to AI, or to account to AI for, all Rights in respect of your AMT Shares, subject to, if the AI Offer is withdrawn, AI accounting to you for any such Rights received by AI;

- (v) except where Rights have been paid or accounted for in accordance with paragraph 11(c)(iv), irrevocably authorised AI to deduct from the consideration payable in accordance with the terms of the Offer the amount of all Rights referred to in paragraph 11(c)(iv) or any amount equal to the value of those Rights as reasonably assessed by AI;
- (vi) irrevocably authorised AI to notify AMT on your behalf that your place of address for the purpose of serving notices on you in respect of your AMT Shares is the address specified by AI in the notification;
- (vii) with effect from the date on which all the Conditions to the AI Offer in Appendix 2 have been fulfilled or waived:
 - (A) irrevocably appointed AI (and any Director, secretary or nominee of AI) severally from time to time as your true and lawful attorney to exercise all your powers and rights in relation to your AMT Shares, including (without limitation) powers and rights to requisition, convene, attend and vote in person, by proxy or by body corporate representative, at all general meetings of AMT and to request AMT to register, in the name of AI or its nominee, your AMT Shares, as appropriate, with full power of substitution (such power of attorney, being coupled with an interest, being irrevocable); and
 - (B) agreed not to attend or vote in person, by proxy or by body corporate representative at any general meeting of AMT or to exercise or purport to exercise any of the powers and rights conferred on AI (and its directors, secretaries and nominees) in paragraph 11(c)(vii)(A);
- (viii) agreed that in exercising the powers and rights conferred by the powers of attorney granted under paragraph 11(c)(vii)(A), the attorney will be entitled to act in the interests of AI as the beneficial owner and intended registered holder of your AMT Shares;
- (ix) agreed to do all such acts, matters and things that AI may require to give effect to the matters the subject of this paragraph 11(c) (including the execution of a written form of proxy to the same effect as this section 11(c) which complies in all respects with the requirements of the constitution of AMT if requested by AI);
- (x) agreed to indemnify and to keep indemnified AI in respect of any claim or action against it or any loss, damage or liability whatsoever incurred by it as a result of you not producing your Holder Identification Number or Shareholder Reference Number or in consequence of the transfer of your AMT Shares to AI being registered by AMT without production of your Holder Identification Number or your Shareholder Reference Number for your AMT Shares;
- (xi) represented and warranted to AI that, unless you have notified it in accordance with paragraph 4(c), your AMT Shares do not consist of separate parcels of AMT Shares;

- (xii) irrevocably authorised AI (and any nominee) to transmit a message in accordance with rule 14.17 of the ASX Settlement Operating Rules to transfer your AMT Shares to AI's Takeover Transferee Holding, or submit a transfer of your issuer sponsored holdings regardless of whether it has paid the consideration due to you under this Offer;
 - (xiii) agreed, subject to the Conditions of the AI Offer in Appendix 2 being fulfilled or waived, to execute all such documents, transfers and assurances, and do all such acts, matters and things that AI may consider necessary or desirable to convey your AMT Shares registered in your name and Rights to AI.
- (d) The undertakings and authorities referred to in paragraph 11(c) will remain in force after you receive the consideration for your AMT Shares and after AI becomes registered as the holder of your AMT Shares.

12. Rights and other entitlements

- (a) If you accept the AI Offer, AI is entitled to all Rights in respect of your AMT Shares. Rights do not include any franking credits attached to any dividend.
- (b) AI may require you to provide all documents necessary to vest title to those Rights in it, or otherwise to give it the benefit or value of those Rights.
- (c) If you do not give those documents to AI, or if you have received the benefit of those Rights, AI will deduct from the Offer Consideration otherwise due to you the amount (or value, as reasonably assessed by AI) of those Rights.
- (d) If any non-cash Rights are issued, made, arise or accrue to you as the holder of your AMT Shares, AI may reduce the Offer Consideration by the value (as reasonably determined by AI) of the non-cash Rights, unless the benefit of the Rights is otherwise passed on to AI.

13. Provision of consideration

- (a) Subject to paragraph 10(b), this paragraph 13, and the Corporations Act, AI will provide the consideration due to you for your AMT Shares on or before the earlier of:
 - (i) one month after the date of your acceptance or, if the AI Offer is subject to a condition when you accept the AI Offer, within one month after the AI Offer becomes unconditional; and
 - (ii) 21 days after the end of the Offer Period,
 however AI will endeavour to provide the consideration due to you for your AMT Shares within 10 Business Days of the Offer becoming unconditional.
- (b) Where the Acceptance Form requires an additional document to be delivered with your Acceptance Form (such as a power of attorney):
 - (i) if that document is given with your Acceptance Form, AI will provide the consideration in accordance with paragraph 13(a);

- (ii) if that document is given after your Acceptance Form and before the end of the Offer Period while the AI Offer is subject to a condition, AI will provide the consideration due to you on or before the earlier of:
 - (A) one month after the AI Offer becomes unconditional; and
 - (B) 21 days after the end of the Offer Period;
 - (iii) if that document is given after your Acceptance Form and before the end of the Offer Period while the AI Offer is not subject to a condition, AI will provide the consideration due to you on or before the earlier of:
 - (A) one month after that document is given; and
 - (B) 21 days after the end of the Offer Period; and
 - (iv) if that document is given after the end of the Offer Period, and the AI Offer is not subject to a condition, AI will provide the consideration within 21 days after that document is delivered.
- (c) Payment of any cash amount to which you are entitled under the AI Offer will be made by cheque in Australian currency. Cheques will be posted to you at your risk by ordinary mail (or, in the case of overseas shareholders, by airmail) to the address as shown in the last copy of the register provided to AI by AMT. For the purpose of compliance with any timing requirement of the AI Offer or the Corporations Act, payment of any cash amount to which you are entitled under the AI Offer will be deemed to be made once the cheque is posted to the address.
- (d) If at the time you accept the AI Offer, any consent, authority or clearance is required for you to receive any consideration under the AI Offer including, but not limited to consent, authority or clearance of:
- (i) the Minister for Foreign Affairs (whether under the Charter of the United Nations Act 1945 (Cth), the Charter of United Nations (Dealing with Assets) Regulations 2002 (Cth) or any other regulations made under the above legislation, or otherwise);
 - (ii) the Reserve Bank of Australia (whether under the Banking (Foreign Exchange) Regulations 1959 (Cth) or otherwise); or
 - (iii) the Australian Taxation Office,
- then acceptance of the AI Offer will not create or transfer to you any right (contractual or contingent) to receive (and you will not be entitled to receive) any consideration for your AMT Shares until all requisite authorities, clearances or approvals have been received by AI.
- (e) If any amount (**Withholding Amount**) is required under any Australian law or by any Government Agency, to be:
- (i) withheld from any consideration otherwise payable to you under this Offer and paid to a Government Agency; or

- (ii) retained by AI out of any consideration otherwise payable to you under this Offer, the payment or retention by AI of the Withholding Amount (as applicable) will constitute full discharge of AI's obligations to pay the consideration to you to the extent of the Withholding Amount.

14. Withdrawal of the AI Offer

- (a) The AI Offer may be withdrawn with the consent in writing of ASIC, which consent may be subject to conditions. If ASIC gives such consent, AI will give notice of the withdrawal to AMT and will comply with any other conditions imposed by ASIC.
- (b) If, at the time the AI Offer is withdrawn, all the Conditions in Appendix 2 have been fulfilled or waived, all contracts arising from acceptance of the AI Offer before it was withdrawn will remain enforceable.
- (c) If, at the time the AI Offer is withdrawn, the AI Offer remains subject to one or more of the Conditions in Appendix 2, all contracts arising from its acceptance will become void (whether or not the events referred to in the relevant conditions have occurred).
- (d) A withdrawal under this paragraph 14 will be deemed to take effect:
 - (i) if the withdrawal is not subject to conditions imposed by ASIC, on and after the date that consent in writing is given by ASIC; or
 - (ii) if the withdrawal is subject to conditions imposed by ASIC, on and after the date those conditions are satisfied.

15. Variation of the AI Offer

- (a) AI may at any time before the end of the Offer Period vary the AI Offer in accordance with the Corporations Act:
 - (i) by extending the Offer Period;
 - (ii) by increasing the consideration payable under the AI Offer; or
 - (iii) with the written consent of ASIC, and subject to any conditions specified by ASIC in that consent, in the manner that ASIC permits.
- (b) If AI extends the Offer Period, you will receive notice of the extension, unless, at the date of the extension, you have already accepted the AI Offer and the AI Offer has become free from the Conditions in Appendix 2 or those Conditions have been fulfilled.

16. No stamp duty or brokerage

AI will pay any stamp duty on the transfer of your AMT Shares to it. As long as your AMT Shares are registered in your name and you deliver them directly to AI, you will not incur any brokerage in connection with your acceptance of the AI Offer. If you hold your AMT Shares through a bank, custodian or other nominee, you should ask your bank, custodian or other nominee whether it will charge any transaction fees or service charges in connection with your acceptance of the AI Offer.

17. Governing law

The AI Offer and any contract that results from your acceptance of it are to be governed by the laws in force in New South Wales, Australia. In relation to them and related non-contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

18. Notices

(a) **Service on AMT**

AI may give a notice to AMT under the Takeover Bid by leaving it at, or sending it by prepaid ordinary post to, the registered office of AMT.

(b) **Service on AI**

You or AMT may give a notice to AI under the Takeover Bid by leaving it at or sending it by prepaid ordinary post to AI at the address set out on the Acceptance Form.

(c) **Service on you**

AI may give a notice to you under the Takeover Bid by leaving it at or sending it by prepaid ordinary post or by airmail (if your address is outside Australia), to your address given to AI by AMT under section 641 of the Corporations Act.

Appendix 2 – Conditions of the AI Offer

The AI Offer and any contracts resulting from acceptance of the AI Offer are subject to the following conditions.

1. Minimum acceptance

Before the end of the Offer Period, AI and its associates have relevant interests in excess of 90% of AMT Shares then on issue.

2. No material acquisitions, disposals, commitments, etc

(a) Between the Announcement Date and the end of the Offer Period, neither AMT nor any of its subsidiaries:

- (i) enters into or announces an intention or proposal to enter into or offers to enter into;
- (ii) discloses the existence of; or
- (iii) incurs, becomes subject to, or brings forward the time for performance of (or is reasonably likely to incur, become subject to or bring forward the time for performance of),

an obligation or arrangement (other than pursuant to and in the proper discharge of a legally binding obligation entered into and fully disclosed in writing to AMT or fully disclosed to the ASX prior to the Announcement Date) or a decision by it, whether conditional or otherwise:

- (iv) to acquire an interest in any property or other assets; or
 - (v) to dispose of an interest in any property or other assets;
 - (vi) to perform or acquire the benefit of any services or supplies of goods or services in relation to any asset, business or interest where the aggregate financial liability of the AMT Group in respect of those services exceeds or may exceed \$50,000 or the term of the arrangement exceeds and cannot be terminated within 3 months;
- (b) Subparagraph (a) shall apply notwithstanding that the prospect of such an arrangement or obligation may have been disclosed to the ASX prior to the Announcement Date, it being the intent that any additional obligation or liability incurred by a member of the AMT Group, even if contemplated in a prior document such as a memorandum of understanding, will be covered by subparagraph (a) unless there has been full disclosure to the ASX prior to the Announcement Date of the incurrence of that additional liability or obligation.

3. No Prescribed Occurrences

Between the period beginning on the date AI gives its Bidder's Statement to AMT and ending at the end of the Offer Period, none of the following events (each a **Prescribed Occurrence**) occurs in relation to AMT or any of its subsidiaries:

- (i) AMT converts all or any of the AMT Shares into a larger or smaller number of shares;
- (ii) AMT or a subsidiary of AMT resolves to reduce its share capital in any way;
- (iii) AMT or a subsidiary of AMT:
 - (A) enters into a buy-back agreement; or
 - (B) resolves to approve the terms of a buy-back agreement under section 257C(1) or 257D(1) of the Corporations Act;
- (iv) AMT or a subsidiary of AMT issues shares, or grants an option over its shares, or agrees to make such an issue or grant such an option;
- (v) AMT or a subsidiary of AMT issues, or agrees to issue, convertible notes;
- (vi) (without limitation to paragraph 2 above) AMT or a subsidiary of AMT disposes or agrees to dispose of the whole, or a substantial part, of its business or property;
- (vii) AMT or a subsidiary of AMT charges, or agrees to charge, the whole, or a substantial part, of its business or property;
- (viii) AMT or a subsidiary of AMT resolves to be wound up;
- (ix) a liquidator or provisional liquidator of AMT or of a subsidiary of AMT is appointed;
- (x) a court makes an order for the winding up of AMT or of a subsidiary of AMT;
- (xi) an administrator of AMT, or of a subsidiary of AMT, is appointed under section 436A, 436B or 436C of the Corporations Act;
- (xii) AMT or a subsidiary of AMT executes a deed of company arrangement; or
- (xiii) a receiver, a receiver and manager, or other controller (as defined in the Corporations Act) is appointed in relation to the whole, or a substantial part, of the property of AMT or of a subsidiary of AMT,

provided that a Prescribed Occurrence will not include any matter:

- (xiv) required to be done or procured by AMT under this agreement or which is otherwise contemplated by this agreement; or
- (xv) approved in writing by AI, such approval not to be unreasonably withheld or delayed.

4. No Prescribed Occurrences between Announcement Date and service of Bidder's Statement

Between the period beginning on the Announcement Date up to the date AI gives its Bidder's Statement to AMT, none of the events listed in subparagraphs 3(i) to (xiii) occurs (within the definition of Prescribed Occurrence).

5. Conduct of business

Between the Announcement Date and the end of the Offer Period, none of the following events occurs:

- (a) except as required by law, AMT or a subsidiary of AMT:
 - (i) increases the remuneration of or pays any bonus or issues any securities or options to, or otherwise varies the employment agreements with, any of its Directors or employees except as expressly required under the terms of any employment agreement existing as at the Announcement Date; or
 - (ii) accelerates the rights of any of its Directors or employees to benefits of any kind; or
 - (iii) pays a Director, executive or employee a termination payment;
 - (b) AMT or a subsidiary of AMT gives or agrees to give a financial benefit to a related party of AMT within the meaning of Chapter 2E of the Corporations Act;
 - (c) AMT or a subsidiary of AMT enters into any arrangement for the borrowing of any amount;
 - (d) AMT or a subsidiary of AMT provides security over any assets;
 - (e) AMT or a subsidiary of AMT enters into any arrangement under which AMT or a subsidiary of AMT may be required to advance or provide financial accommodation to another party;
 - (f) AMT or any of its subsidiaries exercises or waives any pre-emptive rights or rights of first or last refusal in respect of any shares, assets or property held by another person prior to the final date on which those rights may be exercised;
 - (g) AMT declares, pays or distributes any dividend, bonus or other share of its profits or assets by way of dividend, capital reduction or otherwise; or
 - (h) AMT or a subsidiary of AMT amends its constitution,
- unless already specifically disclosed to the ASX or AI prior to the Announcement Date.

6. No regulatory actions

Between the Announcement Date and the end of the Offer Period:

- (a) there is not in effect any preliminary or final decision, order or decree issued by a Regulatory Authority;

- (b) no action or investigation is announced, commenced or threatened by any Regulatory Authority with respect to AMT or the AMT Group;
- (c) no application is made to any Regulatory Authority (other than by AI or any associate of AI),

in consequence of or otherwise relating to the Offer (other than an application or determination by ASIC or the Takeovers Panel in exercise of the powers and discretions conferred by the Corporations Act or if the regulatory action results from action or inaction of AI or its associates) which is reasonably likely to or purports or threatens to:

- (d) restrain, prohibit or impede, or otherwise materially adversely impact on, the making of the Offer or the completion of any transaction contemplated by the Bidder's Statement (including the acquisition of AMT Shares) or the continued ownership and operation of the business of AMT and its subsidiaries; or
- (e) require the variation of the terms of the Offer; or
- (f) require or approve the divestiture of any AMT Shares or the divestiture of any assets of any member of the AMT Group or the AI Group.

7. Non-existence or exercise of certain rights

Between the Announcement Date and the end of the Offer Period, there is no person (other than a member of the AI Group) having any rights, being entitled to or exercising any rights, alleging an entitlement, or expressing or announcing an intention (whether or not that intention is stated to be a final or determined decision of that person) and in all cases whether subject to conditions or not, as a result of any change of control event in respect of AMT (including AI acquiring shares in AMT) or any of its subsidiaries or assets, to:

- (a) terminate or alter any material contract to which AMT or any of its subsidiaries is a party;
- (b) require the termination, modification or disposal or offer to dispose of any material interest or asset, corporate body, other entity, partnership or joint venture (incorporated or unincorporated); or
- (c) accelerate or adversely modify the nature or performance of any material obligations of AMT or any of its subsidiaries under any material contract.

8. Unlisted options

AMT enters into a deed with each holder of options over AMT Shares to cancel those options for an amount agreed by AMT, the relevant option holder and AI.

Corporate Directory

AI

Director

Dr Nicholas Hartnell

Registered office

10 Bundaroo Street

Bowral

NSW 2576

Legal adviser

MinterEllison

Level 40

Governor Macquarie Tower, One Farrer Place
Sydney NSW 2000

«Registration_Details_Line_1»
«Registration_Details_Line_2»
«Registration_Details_Line_3»
«Registration_Details_Line_4»
«Registration_Details_Line_5»
«Registration_Details_Line_6»

20 June 2024

Dear AMT Shareholder,

RE: ALLEGRA INNOVATIONS PTY LTD OFF-MARKET TAKEOVER BID FOR ALLEGRA MEDICAL TECHNOLOGIES LIMITED (AMT)

We refer to the off-market takeover bid by Allegra Innovations Pty Ltd (**AI**) under Chapter 6 of the *Corporations Act 2001* (Cth) (**Corporations Act**) to acquire all the fully paid ordinary shares in Allegra Medical Technologies Limited (ASX: AMT) (**Offer**).

Subject to the terms of the Offer, Allegra Medical Technologies Limited shareholders will receive \$0.004 cents for each ordinary share in Allegra Medical Technologies Limited (**AMT Share**) held by AMT shareholders on the record date.

IMPORTANT INFORMATION

In accordance with section 110D of the Corporations Act this letter provides instructions as to how you can access the bidder's statement lodged by AI with the Australian Securities and Investments Commission on 19 June 2024 (**Bidder's Statement**).

The Bidder's Statement is being provided to you pursuant to item 6 of section 633(1) of the Corporations Act and sets out the details of the Offer, including the terms of the Offer and the consideration you will receive from accepting the Offer.

We encourage you to read all of the Bidder's Statement carefully, and then to **ACCEPT** the Offer as soon as possible.

The Bidder's Statement, along with your personalised acceptance form, can be viewed and downloaded by following the steps in one of these options:

<p>I already have an online account with the Automic Share Registry</p>	<p>https://investor.automic.com.au/#/home</p> <p>Select: "Existing Users Sign In". Once you have successfully signed in, click on "Documents and Statements".</p>
<p>I don't have an online account with the Automic Share Registry</p>	<p>https://investor.automic.com.au/#/signup</p> <p>Click "Register" then select "Allegra Medical Technologies Takeover Offer" from the dropdown list in the Issuer Name Field Enter your Holder Reference Number (HIN/SRN) Enter your postcode OR country of residence (only if outside Australia) Tick the box "I'm not a robot" and then select "Next" Once you have successfully signed in, click on "Documents and Statements".</p>

To **ACCEPT** the offer online, scan the barcode to the right with your tablet or visit <https://investor.automic.com.au/#/signup> on your browser and follow these instructions:

1. Click "Register" then select "Allegra Medical Takeover Offer" from the dropdown list in the Issuer Name Field
2. Enter your Holder Reference Number (HIN/SRN)
3. Enter your postcode OR country of residence (only if outside Australia)
4. Tick the box "I'm not a robot" and then select "Next"
5. Complete the prompts to set up your username and password details
6. Once you are logged in, select "Offers" from the left-hand vertical menu and follow the prompts.



To **ACCEPT** the AI Offer using a physical acceptance form, complete the Acceptance Form in accordance with the instructions on it and the terms of the AI Offer, and return it by post to an address on the Acceptance Form.

The Offer closes at 7:00pm (AEST) on 22 July 2024, unless extended or withdrawn as permitted by the Corporations Act.

Dr Nick Hartnell
Allegra Innovations Pty Ltd
Director

Allegra Innovations Pty Ltd
ACN 670 616 127

«Registration_Details_Line_1»
«Registration_Details_Line_2»
«Registration_Details_Line_3»
«Registration_Details_Line_4»
«Registration_Details_Line_5»
«Registration_Details_Line_6»

Return your Form:
✉ **By Mail**
Automic Group
GPO Box 5193
Sydney NSW 2001

📞 **For all enquiries:**
Phone:
(within Australia) 1300 288 664
(outside Australia) +61 2 9698 5414

Email: hello@automicgroup.com.au

Takeover Acceptance Form – Issuer Sponsored Holders



Your acceptance must be received by no later than the end of the Offer Period, which is 7:00pm (AEST) on the last day of the Offer Period, being 22 July 2024 (unless extended or withdrawn by the Bidder).

This form and the Bidder's Statement are important documents that require your immediate attention. This form relates to an offer (**Offer**) by Allegra Innovations Pty Ltd ACN 670 616 127 (**AI** or **Bidder**) to acquire all of your fully paid ordinary shares (**Shares**) in Allegra Medical Technologies Limited ACN 066 281 132 (**AMT**), the terms of which are set out in the Bidder's Statement dated 19 June 2024 as replaced or supplemented (**Bidder's Statement**). Capitalised terms used in this form have the same meaning as in the Bidder's Statement, unless otherwise defined.

If you are in doubt about how to deal with this Offer, please contact your financial or other professional advisor.

Note this form can only be used in relation to your Shares represented by the details printed above and overleaf.

Registration name and Offer details

The consideration for your Shares will be paid to the name(s) as they appear on the AMT register, as provided to the Bidder. The current address recorded on the Bidder's copy of the AMT register is printed above and overleaf. If you have recently bought or sold Shares your holding may differ from that shown. If you have already sold all your Shares, do not complete or return this form.

Step 1: Accept the Offer

Only sign and return this form if you wish to accept the Offer for all of your Shares.

By signing this form, you represent and warrant to the Bidder, as set out in section 11 (c) of the Bidder's Statement, that both at the time of acceptance and at the time the transfer to the Bidder of your Shares is registered:

- all of your Shares are and will be fully paid and free from all mortgages, charges, liens, encumbrances and adverse interests of any nature (whether legal or otherwise) and free from restrictions on transfer of any nature (whether legal or otherwise);
- that you have full power and capacity to accept this Offer and to sell and transfer the legal and beneficial ownership in your Shares (including any Rights) to the Bidder; and
- you have full power and capacity to sell and transfer those AMT Shares.

Step 2: Signing instructions

Individual: Where your Shares are in one name, the AMT Shareholder must sign.

Joint holding: Where your Shares are in more than one name, all of the AMT Shareholders must sign.

Power of Attorney: Where signing under a Power of Attorney (**POA**), you must attach an original certified copy of the POA to this form.

Companies: Where your Shares are in the name of a company, this form must be signed in accordance with the Corporations Act, either as:

- a sole director and a company secretary OR a sole director (if no company secretary exists), OR
- two directors, OR
- a director and a company secretary.

Overseas companies: Where your Shares are in the name of an overseas company (companies incorporated outside Australia) the form must be signed as above, or documentation must be provided showing that the company can sign in an alternate manner.

Deceased estate: All executors must sign and a certified copy of Probate or Letters of Administration must accompany this form.

Step 3: Contact Details

Entering contact details is not compulsory but will assist us if we need to contact you.

Turn over to complete the form

Acceptance Form

TAKEOVER OFFER FOR SHARES IN ALLEGRA MEDICAL TECHNOLOGIES LIMITED

Registered Holder Details

«Registration_Details_Line_1»
«Registration_Details_Line_2»
«Registration_Details_Line_3»
«Registration_Details_Line_4»
«Registration_Details_Line_5»
«Registration_Details_Line_6»

Your Holding

[BARCODE 3 of 9]

Securityholder Reference Number (SRN):
«SRN»

For your security keep your SRN confidential.

Number of AMT Shares held as at 7:00pm (AEST) on
17 June 2024 (Register Date):

«AMT»

By accepting the Offer for all of your Shares, you are accepting the Offer for all of your Shares as recorded by the Bidder as being held by you at the date your acceptance is processed (even if different to the number stated above).

STEP 1 - Accept the Offer

Option A: Online acceptance (recommended)

To accept the Offer online, simply scan the barcode to the right with your tablet or visit <https://investor.automic.com.au/#/signup> on your browser and register.



Please follow these instructions:

1. Select "Allegra Medical Takeover Offer" from the dropdown list in the Issuer Name Field
2. Enter your Holder Number (SRN) as shown on the top of this form
3. Enter your postcode OR country of residence (only if outside Australia)
4. Tick the box "I'm not a robot" and then select "Next"
5. Complete the prompts to set up your username and password details
6. Once you are logged in, select "Offers" from the left-hand vertical menu and follow the prompts.

Option B: Paper acceptance

This section must be completed if you wish to accept the Offer by returning this form rather than by accepting online.

If you correctly sign and return this form you will be deemed to have accepted the Offer in respect of all of your Shares. Your form must be received before the Offer closes. **Please ensure you tick the box below.**

Accept for ALL Shares – 0.004 cents per Allegra Medical Technologies Limited Share, subject to the terms and conditions of the Offer, as set out in the Bidder's Statement.

STEP 2 - Signatory of Allegra Medical Technologies Limited Shareholder(s)

I/We accept the Offer made by the Bidder for the number of my/our Shares stated above and I/we agree to be bound by the terms and conditions of the Offer and transfer the accepted number of my/our Shares as per the above instruction.

Individual or Allegra Medical Technologies
Limited Shareholder 1

Sole Director and Sole Company Secretary/
Sole Director (cross out titles as applicable)

Individual or Allegra Medical
Technologies Limited Shareholder 2

Director

Individual or Allegra Medical Technologies
Limited Shareholder 3

Director/Company Secretary (cross out titles
as applicable)

STEP 3 - Contact Details

Contact Name:

Contact Daytime Telephone:

Date

____/____/____

Privacy Notice

Automic Pty Ltd (ACN 152 260 814) trading as Automic Group advises that Chapter 2C of the Corporation Act 2001 requires information about you as a securityholder (including your name, address and details of the securities you hold) to be included in the public register of the entity in which you hold securities. Primarily, your personal information is used in order to provide a service to you. We may also disclose the information that is related to the primary purpose and it is reasonable for you to expect the information to be disclosed. You have a right to access your personal information, subject to certain exceptions allowed by law and we ask that you provide your request for access in writing (for security reasons). Our privacy policy is available on our website – www.automic.com.au

Allegra Innovations Pty Ltd
ACN 670 616 127

«Registration_Details_Line_1»
«Registration_Details_Line_2»
«Registration_Details_Line_3»
«Registration_Details_Line_4»
«Registration_Details_Line_5»
«Registration_Details_Line_6»



Return your Form:
To Your Controlling Participant:
Return this from directly to your stockbroker



By Mail:
Automic Group
GPO Box 5193
Sydney NSW 2001



For all enquiries:
Phone:
(within Australia) 1300 288 664
(outside Australia) +61 2 9698 5414

Email: hello@automicgroup.com.au

Takeover Acceptance Form – CHES Sub-register



Your acceptance must be received by no later than the end of the Offer Period, which is 7:00pm (AEST) on the last day of the Offer Period, being 22 July 2024 (unless extended or withdrawn by the Bidder).

This form and the Bidder's Statement are important documents that require your immediate attention. This form relates to an offer (**Offer**) by Allegra Innovations Pty Ltd ACN 670 616 127 (**AI** or **Bidder**) to acquire all of your fully paid ordinary shares (**Shares**) in Allegra Medical Technologies Limited ACN 066 281 132 (**AMT**), the terms of which are set out in the Bidder's Statement dated 19 June 2024 as replaced or supplemented (**Bidder's Statement**). Capitalised terms used in this form have the same meaning as in the Bidder's Statement, unless otherwise defined.

If you are in doubt about how to deal with this Offer, please contact your financial or other professional advisor.

Note this form can only be used in relation to the Allegra Medical Technologies Limited shareholding represented by the details printed above and overleaf.

Registration name and Offer details

The consideration for your Shares will be paid to the name(s) as they appear on the Allegra Medical Technologies Limited register, as provided to the Bidder. The current address recorded on the Bidder's copy of the Allegra Medical Technologies Limited register is printed above and overleaf. If you have recently bought or sold Shares your holding may differ from that shown. If you have already sold all your Shares, do not complete or return this form.

Step 1: Accept the Offer

Only sign and return this form if you wish to accept the Offer for all of your Shares.

As your Shares are in a CHES Holding, you may contact your Controlling Participant directly (normally your stockbroker) with instructions to accept the Offer. If you do this, your Controlling Participant will provide you with details as to what they require in order to accept the Offer on your behalf. If you want the Bidder to contact your Controlling Participant on your behalf, sign and return this form to the address above so that it is received in sufficient time to allow your instruction to be acted upon by the close of the Offer Period. This will authorise the Bidder and Share Registry to request your Controlling Participant to initiate acceptance of the Offer on your behalf.

By signing this form, you represent and warrant to the Bidder, as set out in section 11 (c) of the Bidder's Statement, that both at the time of acceptance and at the time the transfer to the Bidder of your Shares is registered:

- all of your Shares are and will be fully paid and free from all mortgages, charges, liens, encumbrances and adverse interests of any nature (whether legal or otherwise) and free from restrictions on transfer of any nature (whether legal or otherwise);

- that you have full power and capacity to accept this Offer and to sell and transfer the legal and beneficial ownership in your Shares (including any Rights) to the Bidder; and you have full power and capacity to sell and transfer those Allegra Medical Technologies Limited Shares.

You should allow sufficient time for your Controlling Participant or the Bidder to initiate the acceptance of the Offer on your behalf. Neither the Bidder nor Share Registry will be responsible for any delays incurred by the process of requesting your Controlling Participant to accept the Offer.

Step 2: Signing instructions

Individual: Where your Shares are in one name, the AMT Shareholder must sign.

Joint holding: Where your Shares are in more than one name, all of the AMT Shareholders must sign.

Power of Attorney: Where signing under a Power of Attorney (**POA**), you must attach an original certified copy of the POA to this form.

Companies: Where your Shares are in the name of a company, this form must be signed in accordance with the Corporations Act, either as:

- a sole director and a company secretary OR a sole director (if no company secretary exists), OR
- two directors, OR
- a director and a company secretary.

Overseas companies: Where your Shares are in the name of an overseas company (companies incorporated outside Australia) the form must be signed as above, or documentation must be provided showing that the company can sign in an alternate manner.

Deceased estate: All executors must sign and a certified copy of Probate or Letters of Administration must accompany this form.

Step 3: Contact Details

Entering contact details is not compulsory but will assist us if we need to contact you.

Turn over to complete the form

Acceptance Form

TAKEOVER OFFER FOR SHARES IN ALLEGRA MEDICAL TECHNOLOGIES LIMITED

Registered Holder Details

«Registration_Details_Line_1»
«Registration_Details_Line_2»
«Registration_Details_Line_3»
«Registration_Details_Line_4»
«Registration_Details_Line_5»
«Registration_Details_Line_6»

Your Holding

[BARCODE 3 of 9]

Holder Identification Number (HIN):
«HIN»

For your security keep your HIN confidential.

**Number of AMT Shares held as at 7:00pm (AEST) on
17 June 2024 (Register Date):**

«AMT»

By accepting the Offer for all of your shares, you are accepting the Offer for all of your Shares as recorded by the Bidder as being held by you at the date your acceptance is processed (even if different to the number stated above).

STEP 1 - Accept the Offer

Option A: Online acceptance (recommended)

To accept the Offer online, simply scan the barcode to the right with your tablet or visit <https://investor.automic.com.au/#/signup> on your browser and register.

Please follow these instructions:

1. Select " Allegra Medical Takeover Offer" from the dropdown list in the Issuer Name Field
2. Enter your Holder Number (HIN) as shown on the top of this form
3. Enter your postcode OR country of residence (only if outside Australia)
4. Tick the box "I'm not a robot" and then select "Next"
5. Complete the prompts to set up your username and password details
6. Once you are logged in, select "Offers" from the left-hand vertical menu and follow the prompts.



Option B: Paper acceptance

This section must be completed if you are NOT accepting the Offer online.

If you correctly sign and return this form you will be deemed to have accepted the Offer in respect of all of your Shares. Your form must be received before the Offer closes. **Please ensure you tick the box below.**

Accept for ALL Shares – 0.004 cents per Allegra Medical Technologies Limited Share, subject to the terms and conditions of the Offer, as set out in the Bidder's Statement.

STEP 2 - Signatory of Allegra Medical Technologies Limited Shareholder(s)

I/We accept the Offer made by the Bidder for the number of my/our Shares stated above and I/we agree to be bound by the terms and conditions of the Offer and transfer the accepted number of my/our Shares as per the above instruction.

Individual or Allegra Medical Technologies
Limited Shareholder 1

Sole Director and Sole Company Secretary/
Sole Director (cross out titles as applicable)

Individual or Allegra Medical
Technologies Limited Shareholder 2

Director

Individual or Allegra Medical Technologies
Limited Shareholder 3

Director/Company Secretary
(cross out titles as applicable)

STEP 3 - Contact Details

Contact Name:

Contact Daytime Telephone:

Date

 /

Privacy Notice

Automic Pty Ltd (ACN 152 260 814) trading as Automic Group advises that Chapter 2C of the Corporation Act 2001 requires information about you as a securityholder (including your name, address and details of the securities you hold) to be included in the public register of the entity in which you hold securities. Primarily, your personal information is used in order to provide a service to you. We may also disclose the information that is related to the primary purpose and it is reasonable for you to expect the information to be disclosed. You have a right to access your personal information, subject to certain exceptions allowed by law and we ask that you provide your request for access in writing (for security reasons). Our privacy policy is available on our website – www.automic.com.au