

COVATA LIMITED [ABN 61 120 658 497]

NOTICE OF GENERAL MEETING

EXPLANATORY STATEMENT

PROXY FORM

TIME: 10am

DATE: Friday, 10th May 2019

PLACE: Nexia Australia, Level 16, 1 Market Street Sydney, New South Wales, 2000

This Notice of General Meeting should be read in its entirety. If shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.

Should you wish to discuss the matters in this Notice of General Meeting please do not hesitate to contact the Company on +61 2 8412 8200.

ASX takes no responsibility for the content of this Notice of General Meeting

**NOTICE OF GENERAL MEETING
COVATA LIMITED [ABN 61 120 658 497]**

Notice is given that a General Meeting (**Meeting**) of Covata Limited [ABN 61 120 658 497] (**Company** or **CVT**) will be held at 10am on Friday, 10th May 2019 at Nexia Australia, Level 16, 1 Market Street, Sydney, New South Wales, 2000.

Further details in respect of each of the Resolutions proposed in this Notice of General Meeting (**Notice**) are set out in the Explanatory Memorandum (**Memorandum**) accompanying this Notice. Details of the Resolutions contained in the Memorandum should be read together with, and form part of, this Notice.

Please read this Notice carefully and consider directing your proxy on how to vote on each Resolution by marking the appropriate box on the proxy form included with this Notice. Shareholders who intend to appoint the Chair as proxy (including appointment by default) should have regard to the Proxy and Voting Instructions set out on page 2 of this Notice.

GENERAL BUSINESS

RESOLUTION 1: DISPOSAL OF MAIN UNDERTAKING

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

“That, for the purposes of ASX Listing Rule 11.2 and for all other purposes, approval is given for the Company to dispose of the Main Undertaking of the Company to Cybr5 Pty Ltd [ACN 632 374 531] as described in the Memorandum which accompanied and formed part of this Notice.”

Voting Exclusion Statement

The Company will disregard any votes cast in favour of this Resolution by or on behalf of any person who might obtain a benefit, except a benefit solely in the capacity of a holder of ordinary securities, if this Resolution is passed.

However, the Company need not disregard a vote if it is cast by:

- *a person as proxy for a person who is entitled to vote, in accordance with the directions on the proxy form; or*
- *the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.*

Dated: 8th April 2019

By the order of the Board



Patrick Gowans – Joint Company Secretary

The accompanying Memorandum and the Proxy and Voting Instructions form part of this Notice.

PROXY AND VOTING INSTRUCTIONS

PROXY INSTRUCTIONS

A member who is entitled to vote at a meeting may appoint:

- one proxy if the member is only entitled to one vote; and
- one or two proxies if the member is entitled to more than one vote.

Where more than one proxy is appointed each proxy may be appointed to represent a specific proportion of the member's voting rights. If the appointment does not specify the proportion or number of votes each proxy may exercise, each proxy may exercise half of the votes in which case any fraction of votes will be disregarded.

The proxy form (and the power of attorney or other authority, if any, under which the proxy form is signed) or a copy or facsimile which appears on its face to be an authentic copy of the proxy form (and the power of attorney or other authority) must be lodged at the registered office of the Company or sent by facsimile transmission to +61 2 9290 9655 no less than 48 hours before the time for holding the Meeting, or adjourned Meeting as the case may be, at which the individual named in the proxy form proposes to vote.

The proxy form must be signed by the member or his/her attorney duly authorised in writing or, if the member is a corporation, in a manner permitted by the Corporations Act 2001 (Cth). A proxy given by a foreign corporation must be executed in accordance with the laws of that corporation's place of incorporation.

The proxy may, but need not, be a member of the Company.

If you sign the proxy form and do not appoint a proxy, you will have appointed the Chair of the Meeting (**Chair**) as your proxy.

A proxy form is attached to this Notice.

HOW THE CHAIR WILL VOTE UNDIRECTED PROXIES

Except where prohibited to do so, the Chair of the meeting will vote undirected proxies on, and in favour of, all of the proposed Resolutions.

CORPORATE REPRESENTATIVES

Any corporation which is a member of the Company may appoint a proxy, as set out above, or authorise (by certificate under common seal or other form of execution authorised by the laws of that corporation's place of incorporation, or in any other manner satisfactory to the chairperson of the Meeting) a natural person to act as its representative at any general meeting.

Corporate representatives are requested to bring appropriate evidence of appointment as a representative in accordance with the constitution of the Company. Attorneys are requested to bring the original or a certified copy of the power of attorney pursuant to which they were appointed. Proof of identity will also be required for corporate representatives and attorneys.

VOTING ENTITLEMENT

For the purposes of the Corporations Act and Corporations Regulations, shareholders entered on the Company's Register of Members as at 7:00pm (Melbourne time) on Wednesday, 8th May 2019 are entitled to attend and vote at the meeting.

On a poll, members have one vote for every fully paid ordinary share held. Holders of options are not entitled to vote.

**COVATA LIMITED [ABN 61 120 658 497]
EXPLANATORY MEMORANDUM**

This Explanatory Memorandum (**Memorandum**) accompanies and forms part of the Notice of General Meeting (**Notice**) issued to convene a general meeting (**Meeting**) of the shareholders of Covata Limited (**Company** or **CVT**) to be held at 10am on Friday, 10th May 2019 at Nexia Australia, Level 16, 1 Market Street, Sydney, New South Wales, 2000.

The Notice incorporates, and should be read together with, this Memorandum.

ASX takes no responsibility for the contents of this Notice.

BUSINESS

Background to Disposal of Main Undertaking

The Company is seeking shareholder approval pursuant to ASX Listing Rule 11.2 to allow it to sell its shares in Cocoon Data Holdings Pty Ltd (**CDH**) which represents 100% of the issued share capital of CDH.

CDH in turn owns 100% of the shares in Covata Australia Pty Limited (**CVA**) which operates the business associated with the licensing of the product known as SafeShare, which is the main undertaking of the Company as at the date of the Notice.

As announced on 30 January 2019, the Company is pursuing a transaction to acquire dataglobal GmbH (**dataglobal transaction**). Various shareholder approvals, including a further and separate shareholder approval under Chapter 11 of the ASX Listing Rules, are required in order for the Company to implement the dataglobal transaction. The Company continues to progress the dataglobal transaction however, in the interim, has formed the view that it is in the best interests of the Company to seek to complete the sale of CDH and secure the proceeds of that sale, ahead of the dataglobal transaction. Accordingly, the Company has elected to issue the Notice in advance of a further and separate notice which will be issued to seek approvals required for the dataglobal transaction.

In relation to the dataglobal transaction, shareholders should note that:

- The acquisition requires shareholder approval under the ASX Listing Rules and therefore may not proceed if those approvals are not forthcoming.
- The Company is required to re-comply with ASX's requirements for admission and quotation and therefore the acquisition may not proceed if those requirements are not met.
- ASX has an absolute discretion in deciding whether or not to re-admit the Company to the Official List and to quote its securities and therefore the acquisition may not proceed if ASX exercises that discretion.

Investors should take account of these uncertainties in deciding whether or not to buy or sell the Company's securities and in considering how to vote on the resolution set out in the Notice.

Overview

The Company proposed selling all the issued share capital of CDH to Cybr5 Pty Ltd [ACN 632 374 531] (**Cybr5**) for aggregate consideration of \$5 million (**Cocoon Sale**). CDH holds all the rights, title and interests in the assets (including intellectual property) (**SafeShare IP**) and the shares in CVA which conducts the SafeShare business.

Excluded from the sale are all assets in, and shares of, CipherPoint Software Inc. (**CPS**) and all customers of the Eclipse product of CPS, the rights to the classification intellectual property (purchased by the Company from dataglobal GmbH in March 2018) all intellectual property in the Company's data security

console, and all other intellectual property and/or associated technical support and architecture material which are held outside of CDH (or its subsidiaries) (the **Continuing Business**).

The Cocoon Sale is subject to and conditional upon shareholder approval which is sought under Resolution 1 and the Cocoon Sale may not proceed if shareholder approval is not received.

ASX Listing Rules

ASX Listing Rule 11.2 provides that an entity must not dispose of its main undertaking without obtaining the approval of its shareholders. ASX Listing Rule 11.2 further provides that a listed entity must not enter into an agreement to dispose of its main undertaking unless the agreement is conditional on that entity getting the required shareholder approval.

The Company confirms that the Cocoon Sale has been entered into and is conditional upon shareholder approval as the Company proposes disposing of its main undertaking.

Proposed acquisition of dataglobal GmbH

As announced on 30 January 2019, the Company has also entered into a binding but conditional share sale and transfer agreement to acquire dataglobal GmbH, an entity domiciled in Germany (**dataglobal**), through the acquisition by the Company of all the issued share capital of dataglobal.

The above is referred to herein as the **dataglobal transaction**. Further details of the dataglobal transaction are set out in the announcement of the Company released to ASX on 30 January 2019.

The dataglobal transaction requires shareholder approval for, amongst other matters, a change in the nature and scale of the business of the Company under Chapter 11 of the ASX Listing Rules. Accordingly, the Company is in the process of preparing the notice of meeting seeking those required shareholder approvals in connection with the dataglobal transaction.

Following completion of the dataglobal transaction, the Company intends to pursue the dataglobal business as its main undertaking. Accordingly, the Company proposes disposing of the shares in CDH in the context of seeking to acquire and pursue a new main undertaking, although will retain certain licence rights to the SafeShare IP (which are described later in this Notice).

Overview of documentation for Cocoon Sale

The Company initially entered into an Option Agreement on 29 January 2019 with Gibraltar Holdings Pty Ltd (**Gibraltar**) under which it granted Gibraltar (and/or its nominee(s)) an option to acquire the CDH shares from the Company for aggregate consideration of \$5 million.

The Option Agreement included provisions for the Company to review separate third-party proposals for purchase of the CDH shares and/or SafeShare IP, with Gibraltar having a right to meet the terms of such proposal. No such third-party proposals were received by the Company during the term of the Option Agreement.

The option was exercised by Gibraltar on 20 March 2019 upon provision to the Company of an executed conditional Share Purchase Agreement (**Cocoon SPA**) replacing the Option Agreement and payment in clear funds of a deposit of \$150,000. The deposit is not refundable. Gibraltar has nominated Cybr5 as the entity that will acquire all the issued capital of CDH.

The Cocoon SPA is summarised later in this Memorandum.

In addition to the Cocoon SPA, the Company and Cybr5 have agreed to enter into an Intellectual Property Licence Agreement (**Licence Agreement**) to be exchanged at completion of the transaction under which CDH (then a wholly owned subsidiary of Cybr5) grants to the Company a perpetual, non-exclusive global royalty-free licence to exploit the SafeShare IP.

The Licence Agreement is summarised later in this Memorandum.

Who is Cybr5?

Cybr5 is a newly formed entity incorporated to act as the vehicle for the purchase of CDH. Trent Telford, who resigned as the Company's Managing Director in March 2017, is the sole director of Cybr5. The Company has been advised that funding for the Cocoon Sale will be provided by a mix of debt and equity from local and overseas sophisticated investors and/or US-based venture capital funds.

Use of funds

Funds raised from the Cocoon Sale are intended to be applied as follows:

1. the repayment of any outstanding indebtedness under the Convertible Notes issued by the Company on 22 February 2019 (unless such Convertible Notes are repaid earlier or converted);
2. working capital requirements of the Company; and
3. implementing the dataglobal transaction, pursuing development and commercialisation of the dataglobal technology following completion of the dataglobal transaction and meeting general working capital requirements.

Impact of the Cocoon Sale on the Company

In the event that the dataglobal transaction proceeds the Company's main undertaking will include:

- a) the business of dataglobal;
- b) all assets in, and shares of, CPS and all customers of its Eclipse product, the rights to the dataglobal classification intellectual property (purchase by the Company in March 2018);
- c) all intellectual property to the Company's data security console, and all other intellectual property and/or associated technical support and architecture material which are held outside of CDH (or its subsidiaries); and
- d) a licence under the Licence Agreement which includes but is not limited to the integration of the SafeShare IP into the dataglobal technology (see further details below).

The financial effect of the sale of the Cocoon Sale is set out in the pro-forma statement of financial position which forms Annexure A to this Notice.

In the event of the dataglobal transaction not proceeding, the business of the Company will be limited to use and exploitation of the assets noted in paragraphs b), c) and d) above together with the investigation of potential acquisitions of new complimentary businesses, technologies or assets.

Cocoon SPA

As noted above, Gibraltar nominated Cybr5 as the entity that will acquire all the issued share capital of CDH from the Company pursuant to the terms of the Cocoon SPA.

The key commercial terms of the Cocoon SPA are set out below:

- The total consideration payable is \$5,000,000. A deposit of \$150,000 has already been paid in clear funds to the Company, with the remaining \$4,850,000 payable upon completion of the Cocoon Sale. The deposit is not refundable.
- The Cocoon Sale is subject to and conditional upon the Company obtaining all necessary shareholder, regulatory and third party approvals and consents, including any approvals required under the ASX Listing Rules and the Corporations Act 2001 (Cth).

- The parties have agreed that Cybr5 will retain all employees specifically involved in the development and support of the CDH business following completion of the Cocoon Sale. The Company will be responsible for making arrangements prior to completion of the Cocoon Sale with employees not being retained by Cybr5.
- The benefit of certain non-recourse loans owed to CVA, which relate to loans under the Company's Loan Share Plan, do not form part of the Cocoon Sale. The Company will use all reasonable endeavours to procure assignment of these loans prior to completion of the Cocoon Sale, failing which Cybr5 shall have various obligations to advise the Company of all dealings, and take instructions from the Company, in respect of those loans. Any funds received in respect of these loans shall be solely for the benefit of the Company.
- The Company provides various title and power warranties, including that it is (or will at completion be) the legal and beneficial owner of the shares in CDH and that it does not have any claims against, nor entitlement or debt owing to it CDH and, to the extent that any such claim or entitlement or debt or writ exists, the Company waives or surrenders same with effect from Completion. The warranties are subject to certain qualifications including in respect of quantum and time.
- Cybr5 provides basic warranties regarding its power to enter into the Cocoon SPA and that it is not acquiring all the issued shares of CDH for the purposes set out in ASX Listing Rule 11.4. The Company is indemnified fully for any breach of warranties by Cybr5 and may terminate the Cocoon SPA in the case of a breach of warranty by Cybr5.

The Cocoon SPA otherwise contains terms typical for arrangements of this kind, including provisions pertaining to confidentiality, governing law, severance and the provision of notices.

Licence Agreement

The Licence Agreement was executed by the Company and Cybr5 on 20 March 2019 and is to take effect on and from completion of the Cocoon Sale (being held in escrow until that time under the terms of the Cocoon SPA). The key terms of the Licence Agreement are summarised below:

- CDH (then a wholly owned subsidiary of Cybr5) grants to the Company a perpetual, non-exclusive global royalty-free licence to exploit the SafeShare IP. The licence is for use within the business of the Company from time to time including but not limited to any business related to content services in their reports titled "Critical Capabilities for Content Services Platforms" published 25 October 2018 and "Magic Quadrant for Content Services Platforms" published 25 October 2018 and any business using components of the licenced technology but excluding any business in relation to the development of any stand-alone product not connected to the Company's core product range.
- The licence is only transferable to a purchaser of the Company or all or part of its business and any such transfer is subject to the same terms, conditions and restrictions as the Licence Agreement.
- All improvements relating to the SafeShare IP are owned by those parties who made them.
- For three years from commencement of the Licence Agreement, the Company will be an authorised reseller of all SafeShare products. The Company will receive 50% of the gross revenue of sales made by it in its capacity as reseller of the SafeShare products.
- For three years from commencement of the Licence Agreement, CDH will be an authorised reseller of all Eclipse products. CDH will receive 35% of the gross revenue of sales made by it in its capacity as reseller of Eclipse products.
- The parties agree to provide reasonable technical and commercial support (on a cost recovery basis) to each other to give effect to the Licence Agreement and their resale rights.

- Either party may request support services from the other whereupon the parties will act in good faith to negotiate a service agreement for the relevant technical support on typical commercial terms and rates. Any additional support will be at \$1,000 per day for development resources and business hours support.

The Licence Agreement otherwise contains terms typical for arrangements of this kind, including the process where a third party alleges infringement of its intellectual property rights, provisions with respect to confidentiality, governing law, the service of notices and a dispute resolution process.

Advantages

The Board has formed the view that the Cocoon Sale provides the Company and its shareholders with numerous advantages, including:

- A capital injection to:
 - a. repay any outstanding indebtedness under the Convertible Notes issued by the Company on 22 February 2019 (unless the Convertible Notes are earlier repaid or converted);
 - b. provide for working capital for the Company; and
 - c. implement the dataglobal transaction, pursuing development and commercialisation of the dataglobal technology following completion of the dataglobal transaction and meeting general working capital requirements.
- The Company disposing of its main undertaking on, what the Board considers, beneficial terms having regard to the proposed change to its main undertaking to be effected by completion of the dataglobal transaction.
- By negotiating and executing the Licence Agreement, the Company retains the right to use the SafeShare IP including but not limited to the integration of the SafeShare IP into the dataglobal business that it intends to pursue following completion of the dataglobal transaction.
- The Company retains reseller rights in respect of the SafeShare products for a defined period (as described above), thus has the potential to derive value from sales of CDH shares to its existing and future sale channels for that period notwithstanding the Cocoon Sale.

Disadvantages

The Board has formed the view that the sale of its shares in CDH on the terms of the Cocoon Sale does not result in any significant disadvantages to the Company in the context of its current financial position, level of indebtedness and its proposed activities following completion of the dataglobal transaction. Should the dataglobal transaction not complete the Company will have been able to discharge any indebtedness and will have a positive cash balance. However the Company will have limited revenue flowing from its Eclipse product and will be restricted from developing a standalone competitive product not connected to the Company's core product range.

Timetable for Cocoon Sale

The Company proposes completing the Cocoon Sale as soon as reasonably practicable after shareholder approval is obtained at the Meeting.

Interests of Directors

None of the existing or proposed Director(s) of the Company have any interest in the Cocoon Sale, other than as ordinary shareholders of the Company, nor do they have any equity or financial interest in Cybr5.

There are no changes to the Board or management of the Company proposed as a consequence of the Cocoon Sale.

Consideration of alternate proposals

The terms of the Option Agreement enabled the Company to have the right to review third-party proposals for purchase of the CDH Shares and/or sale of the SafeShare IP during the term of the Option Agreement. The Company did not receive any such proposals and therefore have determined to proceed with the Cocoon Sale. The Directors are of the view that the Cocoon Sale provides the Company and its shareholders with numerous benefits and is on favourable terms. Accordingly, in the absence of any other more favourable proposals, have formed the view that the Cocoon Sale contemplated by Resolution 1 provides the most beneficial outcome to the Company and shareholders, particularly in the context of the dataglobal transaction.

Other material information

There is no other information known to the Board which may be material to the decision on how to vote on this Resolution.

Director's recommendation

The Directors unanimously recommend that shareholders vote in favour if this Resolution.

Voting exclusion statement

A voting exclusion statement as set out in the Notice applies to this Resolution.

NOTE:

Unless otherwise specified, all monetary amounts are expressed in Australian dollars.

ANNEXURE A

PRO-FORMA STATEMENT OF FINANCIAL POSITION

The Pro-Forma Statement of Financial Position is based on audited accounts of the Company at 31 December 2018 and has been prepared to provide shareholders with information on the assets and liabilities of the Company and pro-forma assets and liabilities of the Company taking into account the CDH Sale on the terms set out in this notice as if that sale had occurred on, or before, 31 December 2018. Pro-forma financial information is presented in abbreviated form insofar as it does not include all of the disclosures required by Australian Accounting Standards applicable to annual financial statements.

| | Historical 31 Dec 2018 (audited) | Pro-forma Adjustments | Pro-forma Cocoon Sale (unaudited) |
|-------------------------------------|---|----------------------------------|--|
| Cash | 1,282,352 | 5,000,000 a | 6,282,352 |
| Other current assets | 949,159 | (218,193) b | 730,966 |
| Non-current assets | 2,656,104 | (100,709) b | 2,555,395 |
| Total Assets | <hr/> 4,887,615 | <hr/> 4,681,098 | <hr/> 9,568,713 |
| Current Liabilities | 1,312,015 | (470,835) b | 841,180 |
| Non-Current Liabilities | 62,866 | - | 62,866 |
| Equity | 3,512,734 | 5,151,933 c | 8,664,667 |
| Total Liabilities and Equity | <hr/> 4,887,615 | <hr/> 4,681,098 | <hr/> 9,568,713 |

- a) This reflects the cash consideration received at the closing of the divestment.
- b) This adjustment represents the elimination of assets and liabilities attributable to the SafeShare business
- c) This adjustment reflects the combined gain of \$5,000,000 and \$151,933 arising from the transaction in disposal of the SafeShare business's assets and elimination of its associated net liabilities.



All Correspondence to:

- ✉ **By Mail** Boardroom Pty Limited
GPO Box 3993
Sydney NSW 2001 Australia
- 📠 **By Fax:** +61 2 9290 9655
- 💻 **Online:** www.boardroomlimited.com.au
- ☎ **By Phone:** (within Australia) 1300 737 760
(outside Australia) +61 2 9290 9600

YOUR VOTE IS IMPORTANT

For your vote to be effective it must be recorded **before 10:00am (Melbourne Time) on Wednesday, 8th May 2019.**

🖥 TO VOTE ONLINE

- STEP 1: VISIT** <https://www.votingonline.com.au/covatagm2019>
- STEP 2: Enter your Postcode OR Country of Residence (if outside Australia)**
- STEP 3: Enter your Voting Access Code (VAC):**

📱 BY SMARTPHONE



Scan QR Code using smartphone
QR Reader App

TO VOTE BY COMPLETING THE PROXY FORM

STEP 1 APPOINTMENT OF PROXY

Indicate who you want to appoint as your Proxy.

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

Appointment of a Second Proxy

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

To appoint a second proxy you must:

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

STEP 2 VOTING DIRECTIONS TO YOUR PROXY

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

Proxy which is a Body Corporate

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

STEP 3 SIGN THE FORM

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

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

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

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

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

STEP 4 LODGEMENT

Proxy forms (and any Power of Attorney under which it is signed) must be received no later than 48 hours before the commencement of the meeting, therefore by **10:00am (Melbourne Time) on Wednesday, 8th May 2019.** Any Proxy Form received after that time will not be valid for the scheduled meeting.

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

- 🖥 **Online** <https://www.votingonline.com.au/covatagm2019>
- 📠 **By Fax** + 61 2 9290 9655
- ✉ **By Mail** Boardroom Pty Limited
GPO Box 3993,
Sydney NSW 2001 Australia
- 👤 **In Person** Boardroom Pty Limited
Level 12, 225 George Street,
Sydney NSW 2000 Australia

Attending the Meeting

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

Your Address
This is your address as it appears on the company's share register. If this is incorrect, please mark the box with an "X" and make the correction in the space to the left. Securityholders sponsored by a broker should advise their broker of any changes.
Please note, you cannot change ownership of your securities using this form.

PROXY FORM

STEP 1 APPOINT A PROXY

I/We being a member/s of **Covata Limited** (Company) and entitled to attend and vote hereby appoint:

the **Chair of the Meeting (mark box)**

OR if you are **NOT** appointing the Chair of the Meeting as your proxy, please write the name of the person or body corporate (excluding the registered securityholder) you are appointing as your proxy below

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chair of the Meeting as my/our proxy at the General Meeting of the Company to be held at **Nexia Australia, Level 16, 1 Market Street, Sydney New South Wales 2000 on Friday, 10th May 2019 at 10:00am (Melbourne Time)** and at any adjournment of that meeting, to act on my/our behalf and to vote in accordance with the following directions or if no directions have been given, as the proxy sees fit.

The Chair of the Meeting intends to vote undirected proxies in favour of each of the items of business.

STEP 2 VOTING DIRECTIONS
* If you mark the Abstain box for a particular item, you are directing your proxy not to vote on your behalf on a show of hands or on a poll and your vote will not be counted in calculating the required majority if a poll is called.

| | | | | |
|--------------|------------------------------|--------------------------|--------------------------|--------------------------|
| | | For | Against | Abstain* |
| Resolution 1 | Disposal of Main Undertaking | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

STEP 3 SIGNATURE OF SECURITYHOLDERS
This form must be signed to enable your directions to be implemented.

| | | |
|---|---|---|
| Individual or Securityholder 1 | Securityholder 2 | Securityholder 3 |
| <div style="border: 1px solid black; height: 28px; width: 100%;"></div> | <div style="border: 1px solid black; height: 28px; width: 100%;"></div> | <div style="border: 1px solid black; height: 28px; width: 100%;"></div> |
| Sole Director and Sole Company Secretary | Director | Director / Company Secretary |

Contact Name..... Contact Daytime Telephone..... Date / / 2019