



11 December 2024

### Notice of Dotz Nano Limited Extraordinary General Meeting

Dotz Nano Limited (ASX: DTZ, OTC: DTZZF/DTZNY, “**Dotz**” or “**Company**”), attaches the following documents in relation to its Extraordinary General Meeting:

1. Notice of Extraordinary General Meeting (**Notice**);
2. Proxy Form; and
3. Access Letter to Shareholders in relation to the Notice.

The Company advises that the above documents are being dispatched to Shareholders today.

*This announcement has been authorised for release by the Board of Dotz Nano Limited.*

For further information, please contact:

**Investor and media Enquiries:**

John Hurst

E: [info@dotz.tech](mailto:info@dotz.tech)

P: +61 (0)418 798 663

### About Dotz Nano Limited

Dotz Nano Limited (ASX: DTZ) is a nanotechnology company developing innovative climate and industrial nano-technologies.

The Company’s primary focus is centred around ground-breaking carbon dioxide (CO<sub>2</sub>) management technologies leading towards carbon-neutral future. The company’s proprietary carbon-based solid sorbent, offering an efficient and sustainable approach, facilitating industrial deep decarbonization.

To learn more about Dotz, please visit the website via the following link: [www.dotz.tech](http://www.dotz.tech).



**Dotz Nano Limited ACN 125 264 575**

**Notice of Extraordinary General Meeting  
Explanatory Statement | Proxy Form**

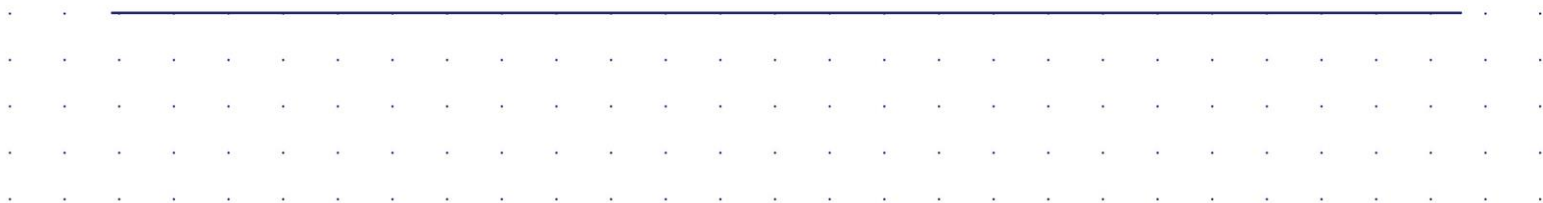
**Date:** Thursday, 9 January 2025

**Time:** 3:00PM (AEDT)

**Place:** Virtual meeting accessible online

This Notice of 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 any matter, please do not hesitate to contact the Company Secretary by email at [company.secretary@dotz.tech](mailto:company.secretary@dotz.tech).



## Contents

Venue and Voting Information	2
Notice of Extraordinary General Meeting – Agenda and Resolutions	5
Notice of Extraordinary General Meeting – Explanatory Statement	11
Glossary	21
Annexure A – Material Terms of Convertible Notes	24
Annexure B – Material Terms of Mercer Options	27
Annexure C – Material Terms of Convertible Securities Agreement	29
Annexure D – Terms of Placement Options	31
Proxy Form	Attached

## Venue and Voting Information

The Extraordinary General Meeting of the Shareholders to which this Notice of Meeting relates will be held at 3:00PM (AEDT) on Thursday, 9 January 2025 as a virtual meeting accessible online.

Based on the information available at the date of the Notice of Extraordinary General Meeting, the Board considers that it is appropriate to hold a virtual meeting. Shareholders will be able to attend the Meeting online and can pre-register in advance for the virtual meeting here:

[https://us02web.zoom.us/webinar/register/WN\\_J05DB-MgTTWlzXfQB0sHmw](https://us02web.zoom.us/webinar/register/WN_J05DB-MgTTWlzXfQB0sHmw).

After registering, Shareholders will receive a confirmation email containing information on how to attend the virtual meeting on the day of the Extraordinary General Meeting.

Shareholders who attend online will have the opportunity to vote, ask questions (written and oral) and make comments in real time.

Whilst Shareholders will be able to attend and participate in the Meeting online, the Company strongly encourages you to submit completed Proxy Forms prior to the Meeting in accordance with the instructions set out in the Proxy Form and the Notice of Extraordinary Meeting.

As permitted by the Corporations Act, the Company will not be sending hard copies of the Notice of Extraordinary General Meeting to Shareholders unless the Shareholder has made a valid election to receive documents in hard copy.

Shareholders that have an existing account with Automic will be able to watch, listen, ask questions and vote online.

Shareholders who do not have an account with Automic are strongly encouraged to register for an account as soon as possible and well in advance of the Meeting to avoid any delays on the day of the Meeting. An account can be created via the following link: [investor.automic.com.au](https://investor.automic.com.au) and then clicking on “register” and following the prompts. Shareholders will require their holder number, (Securityholder Reference Number (SRN) or Holder Identification Number (HIN)) to create an account with Automic.

To access the virtual meeting on the day:

1. Open your internet browser and go to: [investor.automic.com.au](https://investor.automic.com.au).

2. Login with your username and password or click “register” if you haven’t already created an account. Shareholders are encouraged to create an account prior to the start of the meeting to ensure there is no delay in attending the virtual meeting.
3. After logging in, a banner will display at the bottom of your screen to indicate that the meeting is open for registration, click on “**Register**” when this appears. Alternatively, click on “**Meetings**” on the left-hand menu bar to access registration.
4. Click on “**Register**” and follow the steps.
5. Click on the URL to join the webcast where you can view and listen to the virtual meeting. Note that the webcast will open in a separate window.

Shareholders will be able to vote (see the “Voting virtually at the Meeting” section of this Notice of Meeting below) and ask questions at the virtual meeting.

Shareholders are also encouraged to submit questions in advance of the Meeting to the Company. Questions must be submitted in writing to the Company Secretary, Bernie Brookes AM by email to: [company.secretary@dotz.tech](mailto:company.secretary@dotz.tech) at least 48 hours before the EGM.

The Company will also provide Shareholders with the opportunity to ask questions during the Meeting with respect to the formal items of business as well as general questions in respect to the Company and its business.

#### **Your vote is important**

The business of the Extraordinary General Meeting affects your shareholding and your vote is important.

#### **Voting virtually at the Meeting**

Shareholders who wish to vote virtually on the day of the EGM can do so through the online meeting platform powered by Automic.

Once the Chair of the Meeting has declared the poll open for voting click on "Refresh" within the platform to be taken to the voting screen.

Select your voting direction and click "confirm" to submit your vote. Note that you cannot amend your vote after it has been submitted.

For further information on the live voting process please see the **Registration and Voting Guide** at <https://www.automicgroup.com.au/virtual-agms/>

#### **Voting by proxy**

To vote by proxy, please use one of the following methods:

<b>Online</b>	Lodge the Proxy Form online at <a href="https://investor.automic.com.au/#/loginsah">https://investor.automic.com.au/#/loginsah</a> by following the instructions: Login to the Automic website using the holding details as shown on the Proxy Form. Click on ‘View Meetings’ – ‘Vote’. To use the online lodgement facility, Shareholders will need their holder number (Securityholder Reference Number (SRN) or Holder Identification Number (HIN)) as shown on the front of the Proxy Form.  For further information on the online proxy lodgement process please see the <b>Online Proxy Lodgement Guide</b> at <a href="https://www.automicgroup.com.au/virtual-agms/">https://www.automicgroup.com.au/virtual-agms/</a>
<b>By post</b>	Automic, GPO Box 5193, Sydney NSW 2001
<b>By hand</b>	Automic, Level 5, 126 Phillip Street, Sydney NSW 2000

By email	<a href="mailto:meetings@automicgroup.com.au">meetings@automicgroup.com.au</a>
----------	--

Your Proxy instruction must be received no later than 48 hours before the commencement of the Meeting. **Proxy Forms received later than this time will be invalid.**

#### **Power of Attorney**

If the proxy form is signed under a power of attorney on behalf of a Shareholder, then the attorney must make sure that either the original power of attorney or a certified copy is sent with the proxy form, unless the power of attorney has already provided it to the Share Registry.

#### **Corporate Representatives**

If a representative of a corporate shareholder or a corporate proxy will be attending the Meeting, the representative should provide the Share Registry with adequate evidence of their appointment, unless this has previously been provided to the Share Registry.

## Notice of Extraordinary General Meeting

Notice is hereby given that the Extraordinary General Meeting of Shareholders of Dotz Nano Limited ACN 125 264 575 will be held at 3:00PM (AEDT) on Thursday, 9 January 2025 as a virtual meeting. Shareholders must pre-register in advance to attend virtually:

[https://us02web.zoom.us/webinar/register/WN\\_J05DB-MgTTWlzXfQB0sHmw](https://us02web.zoom.us/webinar/register/WN_J05DB-MgTTWlzXfQB0sHmw).

## Explanatory Statement

The Explanatory Statement to this Notice of Meeting provides additional information on matters to be considered at the Extraordinary General Meeting. The Explanatory Statement, Annexures and the Proxy Form all form part of this Notice of Meeting.

The Directors have determined pursuant to Regulation 7.11.37 of the *Corporations Regulations 2001* (Cth) that the persons eligible to vote at the Extraordinary General Meeting are those who are registered Shareholders at 7:00PM (AEDT) on Tuesday, 7 January 2025.

Terms and abbreviations used in this Notice of Meeting and Explanatory Statement are defined in the Glossary.

## Agenda

### Resolutions

#### **1. Resolution 1 – Approval to amend terms of Convertible Notes for the purposes of ASX Listing Rule 7.1**

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

*“That, for the purposes of ASX Listing Rule 7.1 and for all other purposes, approval is given for the Company to amend the terms of issue of 5,300,000 Convertible Notes issued prior to 27 November 2024 under the Convertible Securities Agreement, and otherwise on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of the Notice of Extraordinary Meeting.”*

**Voting Exclusion Statement:** As required by the ASX Listing Rules, the Company will disregard any votes cast on Resolution 1 by or on behalf of:

- (a) a person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the entity); or
- (b) an Associate of those persons.

However, the Company need not disregard a vote if:

- (i) it is cast by a person as a proxy or attorney for a person who is entitled to vote, in accordance with the directions given to the proxy or attorney on the proxy form;
- (ii) it is cast by the Chair as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the chair decides; or
- (iii) it is cast by a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided that:
  - (A) the beneficiary provides written confirmation to the person that the beneficiary is not excluded from voting on this Resolution 1 and is not an Associate of a person excluded from voting on this Resolution 1; and
  - (B) it is cast in accordance with a direction given by the beneficiary to the holder.

**2. Resolution 2 – Approval of issue of Subsequent Tranche 2 Convertible Notes for the purposes of ASX Listing Rule 7.1**

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

*“Subject to Resolution 1 being passed, that, for the purposes of ASX Listing Rule 7.1 and for all other purposes, Shareholders approve the issue and allotment of 550,000 Subsequent Tranche 2 Convertible Notes to Mercer Street Global Opportunity Fund II LP (or its nominee), and otherwise on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of the Notice of Extraordinary Meeting.”*

**Voting Exclusion Statement:** As required by the ASX Listing Rules, the Company will disregard any votes cast in favour of Resolution 2 by or on behalf of:

- (a) a person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the entity); or
- (b) an Associate of those persons.

However, the Company need not disregard a vote if:

- (i) it is cast by a person as a proxy or attorney for a person who is entitled to vote, in accordance with the directions given to the proxy or attorney on the proxy form;
- (ii) it is cast by the Chair as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the chair decides; or
- (iii) it is cast by a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided that:
  - (A) the beneficiary provides written confirmation to the person that the beneficiary is not excluded from voting on this Resolution 2 and is not an Associate of a person excluded from voting on this Resolution 2; and
  - (B) it is cast in accordance with a direction given by the beneficiary to the holder.

**3. Resolution 3 – Approval of issue of Subsequent Tranche 2 Options for the purposes of ASX Listing Rule 7.1**

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

*“Subject to Resolution 1 being passed, that, for the purposes of ASX Listing Rule 7.1 and for all other purposes, Shareholders approve the issue and allotment of 1,428,571 Subsequent Tranche 2 Options to Mercer Street Global Opportunity Fund II LP (or its nominee), and otherwise on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of the Notice of Extraordinary Meeting.”*

**Voting Exclusion Statement:** As required by the ASX Listing Rules, the Company will disregard any votes cast in favour of Resolution 3 by or on behalf of:

- (a) a person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the entity); or
- (b) an Associate of those persons.

However, the Company need not disregard a vote if:

- (i) it is cast by a person as a proxy or attorney for a person who is entitled to vote, in accordance with the directions given to the proxy or attorney on the proxy form;
- (ii) it is cast by the Chair as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the chair decides; or
- (iii) it is cast by a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided that:
  - (A) the beneficiary provides written confirmation to the person that the beneficiary is not excluded from voting on this Resolution 3 and is not an Associate of a person excluded from voting on this Resolution 3; and
  - (B) it is cast in accordance with a direction given by the beneficiary to the holder.

#### **4. Resolution 4 – Ratification of Prior Issue of Subsequent Tranche 1 Convertible Notes under ASX Listing Rule 7.4**

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

*“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the allotment and prior issue of 1,650,000 Subsequent Tranche 1 Convertible Notes issued to Mercer Street Global Opportunity Fund II LP on 28 November 2024 and otherwise on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of this Notice of Meeting.”*

**Voting Exclusion Statement:** The Company will disregard any votes cast in favour of Resolution 4 by or on behalf of:

- (a) a person who participated in the issue or is a counterparty to the agreement being approved; or
- (b) an Associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 4 by:

- (i) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or
- (ii) the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or
- (iii) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - (A) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and
  - (B) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.



**5. Resolution 5 – Ratification of Prior Issue of Subsequent Tranche 1 Options under ASX Listing Rule 7.4**

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

*“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the allotment and prior issue of 4,285,714 Subsequent Tranche 1 Options issued to Mercer Street Global Opportunity Fund II LP on 28 November 2024 and otherwise on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of this Notice of Meeting.”*

**Voting Exclusion Statement:** The Company will disregard any votes cast in favour of Resolution 5 by or on behalf of:

- (a) a person who participated in the issue or is a counterparty to the agreement being approved; or
- (b) an Associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 5 by:

- (i) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or
- (ii) the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or
- (iii) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - (A) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and
  - (B) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

**6. Resolution 6 – Ratification of Prior Issue of Subsequent Commencement Shares (Tranche A) under ASX Listing Rule 7.4**

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

*“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the allotment and prior issue of 666,244 Shares issued to Mercer Street Global Opportunity Fund II LP on 28 November 2024 and otherwise on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of this Notice of Meeting.”*

**Voting Exclusion Statement:** The Company will disregard any votes cast in favour of Resolution 6 by or on behalf of:

- (a) a person who participated in the issue or is a counterparty to the agreement being approved; or
- (b) an Associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 6 by:

- (i) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or
- (ii) the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or
- (iii) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - (A) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and
  - (B) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

## 7. Resolution 7 – Ratification of prior approval to issue Placement Shares for the purposes of ASX Listing Rule 10.11

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

*“That, for the purposes of ASX Listing Rule 10.11, and for all other purposes, Shareholders ratify their previous decision at the Extraordinary General Meeting dated 26 September 2024 that the Company issue to Southern Israel Bridging Fund Two, LP, a related party of Mr Doron Eldar (a Director of the Company) 1,690,000 Placement Shares at \$0.10 per Share on the terms and conditions described in the Explanatory Statement which accompanies and forms part of the Notice of Extraordinary Meeting.”*

**Voting Exclusion Statement:** As required by the ASX Listing Rules, the Company will disregard any votes cast on Resolution 7 by or on behalf of:

- (a) a person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the entity); or
- (b) an Associate of those persons.

However, the Company need not disregard a vote if:

- (i) it is cast by a person as a proxy or attorney for a person who is entitled to vote, in accordance with the directions given to the proxy or attorney on the proxy form;
- (ii) it is cast by the Chair as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the chair decides; or
- (iii) it is cast by a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided that:
  - (A) the beneficiary provides written confirmation to the person that the beneficiary is not excluded from voting on this Resolution 7 and is not an Associate of a person excluded from voting on this Resolution 7; and
  - (B) it is cast in accordance with a direction given by the beneficiary to the holder.

**8. Resolution 8 – Ratification of prior approval to issue Placement Options for the purposes of ASX Listing Rule 10.11**

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

*“That, for the purposes of ASX Listing Rule 10.11, and for all other purposes, Shareholders ratify their previous decision at the Extraordinary General Meeting dated 26 September 2024 that the Company issue to Southern Israel Bridging Fund Two, LP, a related party of Mr Doron Eldar (a Director of the Company) 1,690,000 Placement Options on the terms and conditions described in the Explanatory Statement which accompanies and forms part of the Notice of Extraordinary Meeting.”*

**Voting Exclusion Statement:** As required by the ASX Listing Rules, the Company will disregard any votes cast on Resolution 8 by or on behalf of:

- (a) a person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the entity); or
- (b) an Associate of those persons.

However, the Company need not disregard a vote if:

- (i) it is cast by a person as a proxy or attorney for a person who is entitled to vote, in accordance with the directions given to the proxy or attorney on the proxy form;
- (ii) it is cast by the Chair as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the chair decides; or
- (iii) it is cast by a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided that:
  - (A) the beneficiary provides written confirmation to the person that the beneficiary is not excluded from voting on this Resolution 8 and is not an Associate of a person excluded from voting on this Resolution 8; and
  - (B) it is cast in accordance with a direction given by the beneficiary to the holder.

**BY ORDER OF THE BOARD**

**Bernie Brookes AM**

Non-Executive Chairman and Company Secretary

11 December 2024

## **Explanatory Statement**

The purpose of this Explanatory Statement is to provide information which the Directors believe to be material to Shareholders in deciding whether or not to pass the Resolutions in the Notice of Meeting.

If you are in any doubt about what to do in relation to the Resolutions contemplated in the Notice of Meeting and this Explanatory Statement, it is recommended that you seek advice from an accountant, solicitor or other professional advisor.

## **Resolutions**

### **Resolution 1 – Approval to amend terms of Convertible Notes**

#### **Background**

On 5 February 2024, the Company announced that it had entered into an agreement (**Convertible Securities Agreement**) with Mercer Street Global Opportunity Fund, LLC (**Mercer Street**), a US-based investment fund managed by Mercer Street Capital Partners, LLC to raise up to \$12,000,000 (before costs) via the issue of convertible notes (**Convertible Notes**) which was subsequently partially novated to affiliated fund Mercer Street Global Opportunity Fund II LP (**Mercer**) and varied by a deed of variation on 27 November 2024 (**Deed of Variation**).

As at the date of this Explanatory Statement, the Company has issued the following convertible notes under the Convertible Securities Agreement:

1. 5 February 2024, the Company issued 2,200,000 Convertible Notes (each with a face value of \$1) (**First Tranche Convertible Notes**) to raise \$2,000,000;
2. 19 March 2024, the Company issued 1,650,000 Convertible Notes (each with a face value of \$1) (**Second Tranche Convertible Notes**) to raise \$1,500,000;
3. 19 March 2024, the Company issued 1,650,000 Convertible Notes (each with a face value of \$1) (**Third Tranche Convertible Notes**) to raise \$1,500,000; and
4. 28 November 2024, the Company issued 1,650,000 Convertible Notes (each with a face value of \$1) (**Subsequent Tranche 1 Convertible Notes**) to raise \$1,500,000,

with 6,950,000 convertible notes remaining on issue following the conversion of \$200,000 of convertible notes on 21 May 2024 resulting in the issue of 1,792,115 fully paid ordinary shares.

Further, a subsequent tranche 2 of funding of \$500,000 is to be provided to the Company upon the satisfaction of certain closing conditions, including obtaining the approval of shareholders of the Company (**Shareholders**) at this extraordinary general meeting (the subject of Resolution 2), via the issue of a further 550,000 convertible notes (each with a face value of \$1) to Mercer (or its nominee) (**Subsequent Tranche 2 Convertible Notes**).

The proceeds raised pursuant to the Convertible Securities Agreement will be applied by the Company primarily for the development and exploitation of carbon capture technology, in addition to general working capital requirements of the Company.

As announced on 27 November 2024, in consideration for the subsequent investment associated with the issue of the Subsequent Tranche 1 Convertible Notes and Subsequent Tranche 2 Convertible Notes, the Company agreed to vary the terms of the Convertible Securities Agreement including, subject to obtaining shareholder approval prior to 26 January 2025, to amend the minimum conversion price of the convertible notes issued under the Convertible Securities Agreement prior to 27 November 2024 from "\$0.09" to "\$0.04" (**Amendments**).

Pursuant to this Resolution 1, the Company is seeking Shareholder approval pursuant to Listing Rule 7.1 to amend the terms of the convertible notes issued under the Convertible Securities Agreement prior to 27 November 2024, consisting of the First Tranche Convertible Notes, Second Tranche

Convertible Notes and Third Tranche Convertible Notes by reducing the minimum conversion price from A\$0.09 to A\$0.04.

It will be an event of default under the Convertible Securities Agreement if Resolution 1 is not passed.

### **ASX Listing Rule 7.1**

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of equity securities that a listed company can issue without the approval of its shareholders over any 12-month period to 15% of the fully paid ordinary securities it had on issue at the start of that period.

As noted above, the Convertible Notes were approved for issue (pursuant to Listing Rule 7.1) or ratified (pursuant to Listing Rule 7.4) by Shareholders at the Company's annual general meeting on 12 March 2024. As such, the 15% cap under Listing Rule 7.1 does not presently apply to the Convertible Notes. However, ASX has advised the Company that the Amendments would render the applicable prior Shareholder approval(s) stale. This means that before the Amendments can take effect, the Company either needs to:

- have sufficient placement capacity; or
- seek fresh Shareholder approval, for the purposes of Listing Rule 7.1.

In light of the above, the Company and Mercer agreed that the Amendments would be subject to Shareholder approval.

If Resolution 1 is passed, the minimum conversion price of the First Tranche Convertible Notes, Second Tranche Convertible Notes and Third Tranche Convertible Notes will be amended from "\$0.09" to "\$0.04" and these convertible notes will be excluded in calculating the Company's 15% limit in Listing Rule 7.1 to issue equity securities without Shareholder approval over the 12 month period following the date of their issuance.

If Resolution 1 is not passed it will be an event of default under the Convertible Securities Agreement. It also means that the minimum conversion price of the First Tranche Convertible Notes, Second Tranche Convertible Notes and Third Tranche Convertible Notes will not be amended and will remain "\$0.09" and the Company will not receive the additional funding of \$500,000 from Mercer (the subject of Resolution 2).

### **Information required by ASX Listing Rule 7.3**

The following information is provided to Shareholders for the purposes of ASX Listing Rule 7.3.

- (a) The:
- (i) First Tranche Convertible Notes were issued to Mercer Street; and
  - (ii) Second Tranche Convertible Notes and Third Tranche Convertible Notes Convertible Notes were issued to Mercer;
- (b) The Convertible Notes were issued as follows:
- (i) On 5 February 2024, 2,200,000 First Tranche Convertible Notes to raise \$2,000,000;
  - (ii) On 19 March 2024 1,650,000 Second Tranche Convertible Notes to raise \$1,500,000; and
  - (iii) On 19 March 2024, 1,650,000 Third Tranche Convertible Notes to raise \$1,500,000;
- (c) The material terms of the Convertible Notes are summarised in Annexure A;
- (d) The Convertible Notes were issued on the dates detailed above at (b);
- (e) The Convertible Notes were issued at the subscription price of \$0.909 per Convertible Note to raise the amounts detailed above at (b) before costs.

- (f) Funds raised from the issue of the Convertible Notes were used for the development and exploitation of carbon capture technology, in addition to repayment of unsecured loans, as well as for general working capital purposes.
- (g) The Convertible Notes were issued under the Convertible Securities Agreement between the Company and Mercer. The material terms of the Convertible Securities Agreement are summarised in Annexure C.
- (h) The Convertible Notes are not being issued under or to fund a reverse takeover.
- (i) A voting exclusion statement for Resolution 1 is included in this Notice of Meeting.

#### **Directors' recommendation**

The Board recommends that Shareholders vote in favour of Resolution 1.

The Chair of the Meeting intends to cast all undirected proxies in favour of Resolution 1.

### **Resolutions 2 and 3 – Approval of issue of Subsequent Tranche 2 Securities**

#### **Background**

On 5 February 2024, the Company announced that it had entered into the Convertible Securities Agreement with Mercer Street, a US-based investment fund managed by Mercer Street Capital Partners, LLC which has since been partially novated to affiliated fund Mercer and varied by the Deed of Variation to raise up to \$12,000,000 (before costs) via a multi-tranche capital raising comprising the issue of the following Securities:

- (j) First Tranche Securities:
  - (i) 2,200,000 First Tranche Convertible Notes;
  - (ii) 2,857,143 First Tranche Options; and
  - (iii) 475,889 Initial Commencement Shares (Tranche A),  
raising \$2,000,000 (**First Investment Amount**),
- (k) Second Tranche Securities:
  - (i) 1,650,000 Second Tranche Convertible Notes; and
  - (ii) 2,142,857 Second Tranche Options,  
raising \$1,500,000 (**Second Investment Amount**),
- (l) Third Tranche Securities:
  - (i) 1,650,000 Third Tranche Convertible Notes;
  - (ii) 2,142,857 Third Tranche Options; and
  - (iii) 475,889 Initial Commencement Shares (Tranche B),  
raising \$1,500,000 (**Third Investment Amount**),
- (m) Subsequent Tranche Securities:
  - (i) subject to agreement of Mercer and the Company, a minimum of 550,000 up to a maximum of 7,700,000 Subsequent Tranche Convertible Notes;
  - (ii) such number of Subsequent Tranche Options which is equal to 50% of the investment amount in respect of each issue of Subsequent Tranche Convertible Notes; and
  - (iii) the Subsequent Commencement Shares, and

raising, subject to agreement of Mercer and the Company, a minimum of \$500,000 and a maximum of \$7 million in one or more tranches (each a **Subsequent Investment Amount**).

On 5 February 2024, the Company issued the First Tranche Securities. The Second Tranche Securities and Third Tranche Securities were issued on 19 March 2024. The issue of the First Tranche Securities and Second Tranche Securities was ratified by shareholders under for the purposes of placement capacity under ASX Listing Rule 7.4. The issue of the Third Tranche Securities were approved by shareholders for the purposes of placement capacity under ASX Listing Rule 7.1.

Following the completion of the issue of the First Tranche Securities, Second Tranche Securities and Third Tranche Securities, and the Company agreeing a further investment with Mercer, the Company may agree with Mercer to issue a certain number of Subsequent Tranche Securities.

On 28 November 2024, 1,650,000 Subsequent Tranche 1 Convertible Notes, 4,285,714 Subsequent Tranche 1 Options and 666,244 Subsequent Commencement Shares (collectively the **Subsequent Tranche 1 Securities**) were issued to raise a total of \$1,500,000 (before costs).

The proceeds raised pursuant to the Convertible Securities Agreement will be applied by the Company primarily for the development and exploitation of carbon capture technology, in addition to repayment of unsecured loans as well as for general working capital requirements of the Company.

### **ASX Listing Rule 7.1**

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of equity securities that a listed company can issue without the approval of its shareholders over any 12-month period to 15% of the fully paid ordinary securities it had on issue at the start of that period. An issue of equity securities that is approved by the Company's Shareholders under Listing Rule 7.1 will not use up the Company's 15% limit and therefore does not reduce the Company's capacity to issue further equity securities without Shareholder approval under Listing Rule 7.1. The Company wishes to retain as much flexibility as possible to issue additional equity securities in the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1. To this end, Resolutions 2 and 3 seek Shareholder approval to approve the issue of:

- (a) 550,000 convertible notes (each with a face value of \$1) to Mercer (or its nominee) (**Subsequent Tranche 2 Convertible Notes**) (**Resolution 2**); and
- (b) 1,428,571 options (**Subsequent Tranche 2 Options**) (**Resolution 3**),

under and for the purposes of Listing Rule 7.1.

The proposed capital raising via the issue of convertible notes and issue of the associated options (the subject of Resolutions 2 and 3) is conditional on Resolution 1 being passed.

If Resolutions 2 and 3 are passed, the issue of 550,000 Subsequent Tranche 2 Convertible Notes (including the subsequent issue of up to a maximum of 13,750,000 Shares, assuming a conversion based on the floor price of \$0.04), and 1,428,571 Subsequent Tranche 2 Options will be excluded in calculating the Company's 15% limit in Listing Rule 7.1 to issue equity securities without Shareholder approval over the 12 month period following the date on which the Subsequent Tranche 2 Convertible Notes and Subsequent Tranche 2 Options are issued.

If Resolutions, 2 and 3 are not passed:

- (a) and the Company proceeds with the issue (assuming it has the capacity at the time under Listing Rule 7.1), the 550,000 Subsequent Tranche 2 Convertible Notes (including the subsequent issue of up to a maximum of 13,750,000 Shares), and 1,428,571 Subsequent Tranche 2 Options will be included in calculating the Company's 15% limit in Listing Rule 7.1 to issue equity securities without Shareholder approval over the 12-month period following the date on which the Subsequent Tranche 2 Convertible Notes and Subsequent Tranche 2

- Options are issued; and
- (b) assuming the Company does not have the capacity at the time under Listing Rule 7.1, the Company will be unable to proceed with the issue of the 550,000 Subsequent Tranche 2 Convertible Notes (including the subsequent issue of up to a maximum of 13,750,000 Shares) and 1,428,571 Subsequent Tranche 2 Options and the Company will not receive the additional funding of \$500,000 from Mercer.

### **Information required by ASX Listing Rule 7.3**

The following information is provided to Shareholders for the purposes of ASX Listing Rule 7.3.

- (a) The Subsequent Tranche 2 Convertible Notes and Subsequent Tranche 2 Options will be issued to Mercer (or its nominee).
- (b) The maximum number of Securities to be issued is:
- (i) 550,000 Subsequent Tranche 2 Convertible Notes (including the subsequent issue of up to a maximum of 13,750,000 Shares); and
  - (ii) 1,428,571 Subsequent Tranche 2 Options.
- (c) The material terms of the Subsequent Tranche 2 Convertible Notes and Subsequent Tranche 2 Options are summarised in Annexures A and B, respectively.
- (d) The Subsequent Tranche 2 Convertible Notes and Subsequent Tranche 2 Options will be issued within 3 months of Shareholders approving Resolutions 2 and 3, respectively, or otherwise, as determined by ASX in the exercise of their discretion.
- (e) The Subsequent Tranche 2 Convertible Notes will be issued at a subscription price of \$0.909 per Subsequent Tranche 2 Convertible Note to raise \$500,000. The Subsequent Tranche 2 Options will be issued for nil consideration, as free-attaching Options to the Subsequent Tranche 2 Convertible Notes. If all Subsequent Tranche 2 Options are exercised in accordance with their terms, the Company will raise approximately \$250,000 (before costs).
- (f) Funds raised from the issue of the Subsequent Tranche 2 Convertible Notes will be used for general working capital purposes.
- (g) The Subsequent Tranche 2 Convertible Notes and Subsequent Tranche 2 Options will be issued under an agreement between the Company and Mercer. The material terms of the Convertible Securities Agreement are summarised in Annexure C.
- (h) A voting exclusion statement for each of Resolutions 2 and 3 is included in this Notice of Meeting.

### **Directors' recommendation**

The Board recommends that Shareholders vote in favour of Resolutions 2 and 3.

The Chair of the Meeting intends to cast all undirected proxies in favour of Resolutions 2 and 3.

### **Resolutions 4, 5 and 6 – Ratification of Subsequent Tranche 1 Securities**

#### **Background**

On 5 February 2024, the Company announced that it had entered into the Convertible Securities Agreement with Mercer Street, a US-based investment fund managed by Mercer Street Capital Partners, LLC which has since been partially novated to affiliated fund Mercer and varied by the Deed of Variation to raise up to \$12,000,000 (before costs) via a multi-tranche capital raising comprising the issue of the following Securities:

- (i) First Tranche Securities:



- (i) 2,200,000 First Tranche Convertible Notes;
  - (ii) 2,857,143 First Tranche Options; and
  - (iii) 475,889 Initial Commencement Shares (Tranche A),  
raising \$2,000,000 (**First Investment Amount**),
- (j) Second Tranche Securities:
  - (i) 1,650,000 Second Tranche Convertible Notes; and
  - (ii) 2,142,857 Second Tranche Options,  
raising \$1,500,000 (**Second Investment Amount**),
- (k) Third Tranche Securities:
  - (i) 1,650,000 Third Tranche Convertible Notes;
  - (ii) 2,142,857 Third Tranche Options; and
  - (iii) 475,889 Initial Commencement Shares (Tranche B),  
raising \$1,500,000 (**Third Investment Amount**),
- (l) Subsequent Tranche Securities:
  - (i) subject to agreement of Mercer and the Company, a minimum of 550,000 up to a maximum of 7,700,000 Subsequent Tranche Convertible Notes;
  - (ii) such number of Subsequent Tranche Options which is equal to 50% of the investment amount in respect of each issue of Subsequent Tranche Convertible Notes; and
  - (iii) the Subsequent Commencement Shares, and  
raising, subject to agreement of Mercer and the Company, a minimum of \$500,000 and a maximum of \$7 million in one or more tranches (each a **Subsequent Investment Amount**).

On 5 February 2024, the Company issued the First Tranche Securities. The Second Tranche Securities and Third Tranche Securities were issued on 19 March 2024. The issue of the First Tranche Securities and Second Tranche Securities was ratified by shareholders under for the purposes of placement capacity under ASX Listing Rule 7.4. The issue of the Third Tranche Securities were approved by shareholders for the purposes of placement capacity under ASX Listing Rule 7.1.

Following the completion of the issue of the First Tranche Securities, Second Tranche Securities and Third Tranche Securities, and the Company agreeing a further investment with Mercer, the Company may agree with Mercer to issue a certain number of Subsequent Tranche Securities.

On 28 November 2024, 1,650,000 Subsequent Tranche 1 Convertible Notes, 4,285,714 Subsequent Tranche 1 Options and 666,244 Subsequent Commencement Shares (Tranche A) (collectively the **Subsequent Tranche 1 Securities**) were issued to raise a total of \$1,500,000 (before costs). The Subsequent Tranche 1 Securities were issued utilising the Company's placement capacity under ASX Listing Rule 7.1.

The proceeds raised pursuant to the Convertible Securities Agreement will be applied by the Company primarily for the development and exploitation of carbon capture technology, in addition to repayment of unsecured loans as well as for general working capital requirements of the Company.

#### **ASX Listing Rules 7.1**

Resolutions 4, 5 and 6 propose that Shareholders approve and ratify the prior issue and allotment of:

- (a) 1,650,000 Subsequent Tranche 1 Convertible Notes (including the subsequent issue of up to a maximum of 41,250,000 Shares (subject to rounding)) (**Resolution 4**);
- (b) 4,285,714 Subsequent Tranche 1 Options (**Resolution 5**); and
- (c) 666,244 Subsequent Commencement Shares (Tranche A) (**Resolution 6**),

issued on 28 November 2024 (**Subsequent Tranche 1 Issue Date**) pursuant to the Convertible Securities Agreement.

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of equity securities that a listed company can issue without the approval of its shareholders over any 12-month period to 15% of the fully paid ordinary securities it had on issue at the start of that period. The Company wishes to retain as much flexibility as possible to issue additional equity securities into the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1. To this end, these Resolutions seek Shareholder approval to ratify the issue of 1,650,000 Subsequent Tranche 1 Convertible Notes (including the subsequent issue of up to a maximum of 41,250,000 Shares (subject to rounding)), 4,285,714 Subsequent Tranche 1 Options and 666,244 Subsequent Commencement Shares (Tranche A) for the purposes of Listing Rule 7.4.

If Resolutions 4, 5 and 6 are passed, the issue of 1,650,000 Subsequent Tranche 1 Convertible Notes (including the subsequent issue of up to a maximum of 41,250,000 Shares (subject to rounding)), 4,285,714 Subsequent Tranche 1 Options and 666,244 Subsequent Commencement Shares (Tranche A) will be excluded in calculating the Company's 15% capacity to issue equity securities under Listing Rule 7.1 without Shareholder approval over the 12-month period following the Subsequent Tranche 1 Issue Date.

If Resolutions 4, 5 and 6 are not passed, the issue of 1,650,000 Subsequent Tranche 1 Convertible Notes (including the subsequent issue of up to a maximum of 41,250,000 Shares (subject to rounding)), 4,285,714 Subsequent Tranche 1 Options and 666,244 Subsequent Commencement Shares (Tranche A) will be included in calculating the Company's 15% capacity to issue equity securities under Listing Rule 7.1 without Shareholder approval over the 12-month period following the Subsequent Tranche 1 Issue Date.

#### **Information required by ASX Listing Rule 7.5**

The following information is provided to Shareholders for the purposes of ASX Listing Rule 7.5.

- (a) The Subsequent Tranche 1 Convertible Notes, Subsequent Tranche 1 Options and Subsequent Commencement Shares (Tranche A) were issued to Mercer (or its nominee).
- (b) The Company issued:
  - (i) 1,650,000 Subsequent Tranche 1 Convertible Notes (which upon conversion will result in the issue of up to a maximum of 41,250,000 Shares, assuming a conversion based on the floor price of \$0.04) (**Resolution 4**);
  - (ii) 4,285,714 Subsequent Tranche 1 Options (**Resolution 5**);
  - (iii) 666,244 Subsequent Commencement Shares (Tranche A) (**Resolution 6**),
 under ASX Listing Rule 7.1.
- (c) The material terms of the Subsequent Tranche 1 Convertible Notes and Subsequent Tranche 1 Options are summarised in Annexures A and B, respectively.
- (d) The Subsequent Tranche 1 Convertible Notes, Subsequent Tranche 1 Options and Subsequent Commencement Shares (Tranche A) were issued on 28 November 2024.
- (e) The Subsequent Tranche 1 Convertible Notes were issued at a subscription price of \$0.909 per First Tranche Convertible Note to raise \$1,500,000. The Subsequent Tranche 1 Options

were issued for nil consideration, as free-attaching Options to the Subsequent Tranche 1 Convertible Notes. The Subsequent Commencement Shares (Tranche A) were issued for nil consideration. If all Subsequent Tranche 1 Options are exercised in accordance with their terms, the Company will raise approximately \$750,000 (before costs). The Subsequent Commencement Shares (Tranche A) were issued for nil consideration, as free-attaching Shares to the Subsequent Tranche 1 Convertible Notes.

- (f) Funds raised from the issue of the Subsequent Tranche 1 Convertible Notes will be used for general working capital purposes.
- (g) The Subsequent Tranche 1 Convertible Notes, Subsequent Tranche 1 Options and Subsequent Commencement Shares (Tranche A) were issued under an agreement between the Company and Mercer. The material terms of the Convertible Securities Agreement are summarised in Annexure C.
- (h) A voting exclusion statement for each of Resolutions 4, 5 and 6 is included in this Notice of Meeting.

#### **Directors' recommendation**

The Directors recommend that Shareholders vote in favour of Resolutions 4, 5 and 6.

The Chair of the Meeting intends to cast all undirected proxies in favour of Resolutions 4, 5 and 6.

#### **Resolutions 7 and 8 – Ratification of issue of Placement Shares and Placement Options**

##### **Background**

On 30 July 2024, the Company announced that it had received binding commitments to raise approximately \$2,285,000 (before costs) in a placement of 22,850,000 Shares at an issue price of \$0.10 per Share (**Placement Shares**) to institutional and sophisticated investors (**Placement**). The offer under the Placement included 1 free attaching option each exercisable at \$0.165 expiring two years from the date of issue (**Placement Options**) for every one Placement Share subscribed for.

As part of the \$2,285,000 raised, Southern Israel Bridging Fund Two, LP (**SIBF**) a related party of Mr Doron Eldar, Director of the Company, committed (in aggregate) to invest up to \$300,000 in the Company under the Placement which required Shareholder approval. This Shareholder approval was granted on 26 September 2024 at the extraordinary general meeting (**EGM**) held by the Company (**Shareholder Approval**).

The Placement of 3,000,000 Placement Shares and 3,000,000 Placement Options to SIBF, was only partially completed and as set out in the notice of meeting dispatched on or around 26 August 2024 in respect of the EGM, the securities were to be issued to SIBF no later than one month after the date of the EGM, being 26 October 2024. As that date has surpassed, the Shareholder Approval is deemed stale and the issue of the remaining securities to SIBF associated with the Placement requires Shareholder reapproval.

Accordingly, the issue of the remaining 1,690,000 Placement Shares (**SIBF Placement Shares**) and 1,690,000 Placement Options (**SIBF Placement Options**) (together the **Placement Securities**) is proposed to be made SIBF, and Shareholder ratification is being sought for the issuance under and for the purposes of ASX Listing Rule 10.11 of:

- (a) 1,690,000 Placement Shares to SIBF, a related party of Doron Eldar (a Director of the Company) (**Resolution 7**);
- (b) 1,690,000 Placement Options to SIBF, a related party of Doron Eldar (a Director of the Company) (**Resolution 8**);

## **ASX Listing Rule 10.11**

ASX Listing Rule 10.11 provides that unless one of the exceptions in Listing Rule 10.12 applies, the Company, as a listed company, must not issue equity securities to persons in a position of influence without Shareholder approval. A person in a position of influence for the purposes of Listing Rule 10.11 includes:

- 10.11.1 a related party;
- 10.11.2 a person who is, or was at any time in the 6 months before the issue of agreement, a substantial (30%+) holder in the Company;
- 10.11.3 a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (10%+) holder in the Company and who has nominated a director to the board of the Company pursuant to a relevant agreement which gives them a right or expectation to do so;
- 10.11.4 an Associate of a person referred to in (a) to (c) above; and
- 10.11.5 a person whose relationship with the Company or a person referred to in (a) to (d) above is such that, in the ASX's opinion, the issue or agreement should be approved by Shareholders.

As Mr Doron Eldar is a Director of the Company, he is a person in a position of influence for the purposes of ASX Listing Rule 10.11. The proposed issue did not fall within any of the exceptions in ASX Listing Rule 10.12, and therefore required the approval of the Company's Shareholders under ASX Listing Rule 10.11. Following the partial completion of the Placement, the ratification by the Company's Shareholders of the Shareholder Approval is sought.

If ratification is obtained under ASX Listing Rule 10.11, in accordance with Listing Rule 7.2 (exception 14), separate approval is not required under ASX Listing Rule 7.1.

To this end, Resolutions 7 and 8 seek Shareholder ratification of the Shareholder Approval to issue the Placement Securities to a related party of Mr Doron Eldar under and for the purposes of ASX Listing Rule 10.11.

If Resolutions 7 and 8 are passed, the Company will be able to proceed with the proposed issue of SIBF Placement Securities raising the \$169,000 portion to complete the Placement to SIBF.

If Resolutions 7 and 8 are not passed, the Company will not be able to proceed with the proposed issue of Placement Securities and will not raise those additional funds.

## **Chapter 2E of the Corporations Act**

Chapter 2E of the Corporations Act prohibits the Company from giving a financial benefit to a related party of the Company unless either:

- (a) the giving of the financial benefit falls within one of the exceptions to the provisions; or
- (b) Shareholder approval is obtained prior to the giving of the financial benefit.

The proposed issue of Placement Securities (each of which are a type of equity security, for the purposes of the ASX Listing Rules) constitutes the giving of a financial benefit.

A "related party" for the purposes of the Corporations Act and the Listing Rules is widely defined and includes a director of a public company, a spouse of a director of a public company or an entity controlled by a director of a public company. The definition of "related party" also includes a person whom there is reasonable grounds to believe will become a "related party" of a public company.

As the Placement Securities are being offered to a related party of Mr Doron Eldar on the same terms as the offer to non-related parties under the Placement, the Company relies on the "arm's length terms" exception as set out in section 210 of the Corporations Act for the purposes of Resolutions 7 and 8. Therefore, the proposed issue of Placement Securities to the related party of Mr Doron Eldar requires ratification of the Shareholder Approval under and for the purposes of Listing Rule 10.11 only.

### **Information required by ASX Listing Rule 10.13**

The following information is provided to Shareholders for the purposes of ASX Listing Rule 10.13.

- (a) The Placement Securities will be issued to SIBF, a related party of Mr Doron Eldar, Director of the Company.
- (b) The maximum number of securities the Company will issue is as follows:
  - i. 1,690,000 Placement Shares to a related party of Doron Eldar (a Director of the Company) (**Resolution 7**); and
  - ii. 1,690,000 Placement Options to a related party of Doron Eldar (a Director of the Company) (**Resolution 8**).
- (c) The number and class of securities to be issued is as follows:
  - i. 1,690,000 Placement Shares, being fully paid ordinary shares in the Company and ranking equally with all other Shares on issue.
  - ii. 1,690,000 Placement Options. A summary of the material terms of the Placement Options is set out in Annexure D of this Notice of Meeting.
- (d) The Placement Shares and Placement Options will be issued no later than 1 month from the date of the EGM (or otherwise, as determined by the ASX in the exercise of their discretion).
- (e) Each of the Placement Shares will be issued at an issue price of \$0.10 per Share, which will raise approximately \$169,000 (before costs) for the Company.
- (f) The Placement Options will be issued for nil cash consideration, as free attaching Options to the Placement Shares. If all of the Placement Options the subject of Resolution 8 are exercised, the Company will raise approximately \$278,850.
- (g) Funds raised by the issue of the Placement Shares will be used by the Company for growth initiatives as well as other general corporate purposes.
- (h) A voting exclusion statement is included in this Notice of Meeting for each Resolution 7 and 8.

### **Directors' recommendation**

The Board (other than Mr Doron Eldar) recommends that Shareholders vote in favour of Resolutions 7 and 8.

The Chair of the Meeting intends to cast all undirected proxies in favour of Resolutions 7 and 8.

## Glossary

**AEDT** means Australian Eastern Daylight Savings Time as observed in Sydney, New South Wales.

**Associate** has the meaning given to it by the ASX Listing Rules.

**ASX** means ASX Limited ACN 008 624 691 or the financial market operated by it, as the context requires, of 20 Bridge Street, Sydney, NSW 2000.

**ASX Listing Rules** or **Listing Rules** means the official ASX Listing Rules of the ASX and any other rules of the ASX which are applicable while the Company is admitted to the official list of the ASX, as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

**Board** means the current board of Directors.

**Chair** means the person chairing the Meeting.

**Company** means Dotz Nano Limited ACN 125 264 575.

**Convertible Note** means a convertible Security issued on the terms summarised in Annexure A.

**Convertible Securities Agreement** means the agreement entered into by the Company and Mercer to raise in aggregate a maximum of \$12,000,000 via the issue of Convertible Notes, Mercer Options and Shares in various tranches as announced by the Company on 5 February 2024.

**Corporations Act** means the *Corporations Act 2001* (Cth) as amended or replaced from time to time.

**Director** means a current director of the Company.

**Dollar** or “\$” means Australian dollars.

**Explanatory Statement** means the explanatory statement accompanying this Notice of Meeting.

**Extraordinary General Meeting** or **EGM** or **Meeting** means an extraordinary general meeting of the Company and, unless otherwise indicated, means the meeting of the Company’s members convened by this Notice of Meeting.

**First Tranche Convertible Notes** means the Convertible Notes issued on 5 February 2024 to Mercer (or its nominee) under the Convertible Securities Agreement.

**First Tranche Options** means the Mercer Options issued on 5 February 2024 to Mercer (or its nominee) under the Convertible Securities Agreement.

**First Tranche Securities** means the First Tranche Convertible Notes, First Tranche Options and Initial Commencement Shares (Tranche A).

**Initial Commencement Shares (Tranche A)** means the Shares issued to Mercer (or its nominee) on 5 February 2024 under the Convertible Securities Agreement.

**Initial Commencement Shares (Tranche B)** means the Shares issued to Mercer (or its nominee) on 19 March 2024 under the Convertible Securities Agreement.

**Mercer** means Mercer Street Global Opportunity Fund II LP.

**Mercer Street** means Mercer Street Global Opportunity Fund, LLC.

**Mercer Option** means an option issued on the terms summarised in Annexure B.

**Notice of Meeting** or **Notice of Extraordinary General Meeting** means this notice of extraordinary general meeting dated 11 December 2024 including the Explanatory Statement.

**Ordinary Resolution** means a resolution that can only be passed if at least 50% of the total votes cast by Shareholders entitled to vote on the resolution are voted in its favour at the meeting.

**Placement** means the placement of 22,850,000 Placement Shares and 22,850,000 Placement Options as announced by the Company on 30 July 2024.

**Placement Options** means the free attaching Options offered under the Placement to subscribers of Placement Shares, on the basis of 1 Placement Option for every 1 Placement Share.

**Placement Shares** means the Shares offered under the Placement at an issue price of \$0.10 per Placement Share.

**Proxy Form** means the proxy form attached to this Notice of Meeting.

**Resolutions** means the resolutions set out in this Notice of Meeting, or any one of them, as the context requires.

**Second Tranche Convertible Notes** means the Convertible Notes issued to Mercer on 19 March 2024.

**Second Tranche Options** means the Mercer Options issued to Mercer on 19 March 2024.

**Second Tranche Securities** means the Second Tranche Convertible Notes and Second Tranche Options.

**Securities** mean Shares, Options or Convertible Notes (as the context requires).

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

**Shareholder** means a holder of a Share.

**Share Registry or Automic** means Automic Registry Services.

**Subsequent Commencement Shares** means the Shares to be issued to Mercer (or its nominee), being equal to \$210,000 divided by a deemed issue price per Share equal to the VWAP of Shares for the 5 Trading Days prior to the date of execution of the Convertible Securities Agreement.

**Subsequent Commencement Shares (Tranche A)** means the Shares issued to Mercer on 28 November 2024.

**Subsequent Tranche Convertible Notes** means the Convertible Notes which may be issued, in accordance with the Convertible Securities Agreement, following the issue of the First Tranche Securities, Second Tranche Securities and Third Tranche Securities.

**Subsequent Tranche Options** means the Mercer Options which may be issued, in accordance with the Convertible Securities Agreement, following the issue of the First Tranche Securities, Second Tranche Options and Third Tranche Securities.

**Subsequent Tranche Securities** means Subsequent Tranche Convertible Notes, Subsequent Tranche Options and Subsequent Commencement Shares.

**Subsequent Tranche 1 Convertible Notes** means the Convertible Notes issued to Mercer on 28 November 2024.

**Subsequent Tranche 1 Options** means the Mercer Options issued to Mercer on 28 November 2024.

**Subsequent Tranche 1 Securities** means the Subsequent Tranche 1 Convertible Notes, Subsequent Tranche 1 Options and Subsequent Commencement Shares (Tranche A).

**Subsequent Tranche 2 Convertible Notes** means the Convertible Notes to be issued to Mercer (or its nominee) which are the subject of Shareholder approval in Resolution 2.

**Subsequent Tranche 2 Options** means the Mercer Options to be issued to Mercer (or its nominee) which are the subject of Shareholder approval in Resolution 3.

**Subsequent Tranche 2 Securities** means the Subsequent Tranche 2 Convertible Notes and Subsequent Tranche 2 Options.

**Third Tranche Convertible Notes** means the Convertible Notes issued to Mercer on 19 March 2024.

**Third Tranche Options** means the Mercer Options issued to Mercer on 19 March 2024.

**Third Tranche Securities** means the Third Tranche Convertible Notes, Third Tranche Options and Initial Commencement Shares (Tranche B).



## Annexure A – Material Terms of Convertible Notes

<b>Number of Convertible Notes</b>	2,200,000 First Tranche Convertible Notes. 1,650,000 Second Tranche Convertible Notes. 1,650,000 Third Tranche Convertible Notes. Up to 7,700,000 Subsequent Convertible Notes (subject to agreement by Mercer and the Company).
<b>Subscription Price</b>	\$0.909 per Convertible Note.
<b>Face Value</b>	Each Convertible Note will have a face value of \$1.00.
<b>Maturity Date</b>	18 months from the date of issue.
<b>Interest Rate</b>	Upon an event of default occurring, the Company must pay interest at a rate of 18% per annum on the amount of the face value of all Convertible Notes issued which have not been converted or repurchased, calculated daily and compounded monthly. Interest is not otherwise payable on the Convertible Notes.
<b>Conversion of Convertible Notes</b>	<p>Mercer may (at its absolute discretion) convert the Convertible Notes (in a minimum parcel with a face value of at least \$50,000) at any time prior to the date which is 18 months from their date of issue, by giving the Company a conversion notice. The conversion will occur within three business days of receipt of the notice.</p> <p>The number of Shares to which the Noteholder is entitled upon conversion of the Convertible Notes is determined by the following formula:</p> $\text{Number of Shares} = \text{RA} / \text{Conversion Price}$ <p>where:</p> <p>RA means the Repayment Amount of the Convertible Note being converted.</p> <p>Conversion Price means the applicable conversion price per Convertible Note. The applicable conversion price is set out below.</p> <p>Upon conversion of the Convertible Notes:</p> <ol style="list-style-type: none"> <li>(a) those Convertible Notes are cancelled and may not be reissued; and</li> <li>(b) the face value of the Convertible Notes which have been converted will be deemed satisfied.</li> </ol>
<b>Conversion by the Company</b>	The Company has no right to require the Noteholder to convert any Convertible Notes at any time.
<b>Conversion Price</b>	<p>In respect of the First Tranche Convertible Notes, the Second Tranche Convertible Notes and Third Tranche Convertible Notes, the conversion price will be the higher of:</p> <ol style="list-style-type: none"> <li>(a) if the Conversion Notice is given on or before the date that is three months after the First Closing, 120% of the VWAP during the preceding ten (10) Trading Days on which Shares were traded in the ordinary course of business on the ASX immediately prior to the Execution Date (<b>Conversion Price A</b>); or</li> <li>(b) if the Conversion Notice is given after the date that is three months following the First Closing, the lesser of: <ul style="list-style-type: none"> <li>• Conversion Price A; and</li> <li>• 90% of the two lowest daily VWAPs during the preceding twenty (20) Trading Days on which Shares were traded in the ordinary course of business on the ASX immediately</li> </ul> </li> </ol>

	<p>prior to the relevant Conversion Notice; and</p> <p>(c) \$0.09<sup>1</sup>.</p> <p>In respect of the Subsequent Convertible Notes, the higher of:</p> <p>(a) the lesser of:</p> <ul style="list-style-type: none"> <li>100% of the VWAP during the preceding 20 trading days on which Shares traded in the ordinary course of business on ASX immediately prior to the closing date; and</li> <li>95% of the two lowest daily VWAPs during the preceding 20 trading days on which Shares traded in the ordinary course of business on ASX ending on the date immediately prior to the relevant Conversion Notice; and</li> </ul> <p>(b) \$0.04.</p>
<b>Security Interest</b>	The Convertible Notes are secured against all of the Company's present and after-acquired assets in favour of Mercer.
<b>Repurchase</b>	<p>So long as:</p> <p>(a) the Company is in compliance with its obligations under the Convertible Securities Agreement;</p> <p>(b) there is no existing event of default; and</p> <p>(c) Mercer has not issued a conversion notice,</p> <p>the Company may elect in writing to repurchase all of the Convertible Notes on issue at a 1.03 times premium, subject to compliance with the law and ASX Listing Rules.</p> <p>If the Company issues notice with respect to the repurchase of Convertible Notes, Mercer may elect to convert up to 100% of the Convertible Notes set out in such notice.</p>
<b>Redemption</b>	<p>If the Noteholder has not notified the Company in writing by the day that is 10 business days prior to the Maturity Date that it will be converting the Convertible Notes (in whole or in part), the Company is to pay in full to the holder of the Convertible Notes, the face value of the Convertible Notes (and any accrued but unpaid interest).</p> <p>If an event of default is subsisting after the Company has notice from the Noteholder requiring repayment, the Company must repay the face value of the outstanding Convertible Notes held by the Noteholder together with any accrued but unpaid interest. The Convertible Securities Agreement contains various events which constitute events of default which are standard for agreements of this nature.</p> <p>If there occurs a Change of Control Event, a Qualifying Capital Raising Event or a Delisting Event, the Noteholder may require repayment by the Company of some or all of the Convertible Notes.</p> <p><b>Change of Control Event</b> means each of:</p> <p>(a) a takeover bid being made to acquire all of the Company's shares and:</p> <ul style="list-style-type: none"> <li>the offer under the takeover bid is, or becomes,</li> </ul>

<sup>1</sup>Pursuant to the Deed of Variation, the Company is seeking Shareholder approval at this EGM (the subject of Resolution 1) to amend the minimum conversion price of the First Tranche Convertible Notes, Second Tranche Convertible Notes and Third Tranche Convertible Notes from \$0.09 to \$0.04, refer to the explanatory statement in relation to Resolution 1 and the announcement dated 27 November 2024 for further details.

	<p>unconditional; and</p> <ul style="list-style-type: none"> <li>• either: <ul style="list-style-type: none"> <li>○ the bidder has acquired at any time during the offer period (or after the close of the offer period) a relevant interest in more than 50 per cent of the Shares on issue; or</li> <li>○ the directors of the Company recommend acceptance of the offer under the takeover bid;</li> </ul> </li> </ul> <p>(b) a court approves a proposed scheme of arrangement which, when implemented, will result in a person having a relevant interest in 100% of the Shares on issue in the Company (where the requisite shareholder approval has also been obtained),</p> <p><b>Delisting Event</b> means where the Shares are no longer quoted on ASX, the Shares are suspended from trading on ASX for a period of 20 consecutive business days, or in any case, other than as a result (directly or indirectly) of a Change of Control Event.</p> <p><b>Qualifying Capital Raising Event</b> means capital raises under which the Company raises in aggregate \$15m or more during the term of the Convertible Securities Agreement.</p>
<b>Ranking on Conversion</b>	Shares issued on conversion of the Convertible Notes will rank equally with existing Shares on issue.
<b>Reconstruction of Capital</b>	In the event of a consolidation, subdivision or similar reconstruction of the issued capital of the Company, the terms of the Convertible Notes will be reconstructed to the extent necessary to comply with the ASX Listing Rules.
<b>Participation Rights</b>	The Convertible Notes will not carry any entitlement to participate in future issues of securities by the Company prior to any conversion of the Convertible Notes into Shares.
<b>No Voting Rights</b>	Except as required by the Corporations Act, the Convertible Notes will not carry a right to vote at meetings of the Company prior to any conversion of the Convertible Notes.

## **Annexure B – Material Terms of Mercer Options**

1. The Mercer Options shall be issued for no cash consideration.
2. Each Mercer Option entitles the holder to subscribe for one fully paid ordinary share in the Company upon exercise of the Mercer Option.
3. The exercise price of each Mercer Option is:
  - a. \$0.35 for First Tranche Options, Second Tranche Options and Third Tranche Options; and
  - b. \$0.175 for any Subsequent Options,

**(Exercise Price).**
4. The Mercer Options will expire at 5:00pm AEST on the date being 36 months after issue **(Expiry Date)**. Any unexercised Mercer Options on issue at the Expiry Date will automatically lapse on the Expiry Date and be cancelled by the Company.
5. The Mercer Options are transferable.
6. The Mercer Options may be exercised at any time wholly or in part by delivering a duly completed form of notice of exercise together with payment for the Exercise Price per Mercer Option to the Company at any time on or after the date of issue of the Mercer Options and on or before the Expiry Date. Payment may be made as directed by the Company from time to time, which may include by cheque, electronic funds transfer or other methods.
7. Upon the valid exercise of the Mercer Options and payment of the Exercise Price, the Company will within 3 Business Days issue fully paid ordinary shares ranking pari passu with the then issued ordinary shares.
8. The Company must either:
  - a. within five Business Days of the issue of shares under 7 above, provide ASX with a written notice pursuant to section 708A(5) of the Corporations Act meeting the requirements of section 708A(6) of the Corporations Act, in a form, and containing the information, that is sufficient to permit secondary trading on the ASX of those shares **(Cleansing Statement)**; or
  - b. where unable to issue a Cleansing Statement, as soon as is reasonably practicable and in any event within 10 Business Days of issue of the resultant shares under 7 above, issue a prospectus or other form of disclosure document to enable those shares to be freely on-sold.
9. Mercer Option holders do not have a right to vote at meetings of the Company.
10. Mercer Option holders do not have any right to participate in new issues of securities in the Company made to shareholders generally. The Company will, where required pursuant to the Listing Rules, provide Mercer Option holders with notice prior to the books record date (to determine entitlements to any new issue of securities made to shareholders generally) to exercise the Mercer Options, in accordance with the requirements of the Listing Rules.
11. Mercer Option holders do not participate in any dividends unless the Mercer Options are exercised and the resultant shares of the Company are issued prior to the record date to determine entitlements to the dividend.
12. In the event of any reorganisation (including consolidation, subdivision, reduction or return) of the issued capital of the Company:

- a. the number of Mercer Options, the Exercise Price of the Mercer Options, or both will be reorganised (as appropriate) in a manner consistent with the Listing Rules as applicable at the time of reorganisation, but with the intention that such reorganisation will not result in any benefits being conferred on the holders of the Mercer Options which are not conferred on shareholders; and
  - b. subject to the provisions with respect to rounding of entitlements as sanctioned by a meeting of shareholders approving a reorganisation of capital, in all other respects the terms for the exercise of the Mercer Options will remain unchanged.
13. If there is a pro rata issue (except a bonus issue), the Exercise Price of a Mercer Option may be reduced according to the following formula:  
  

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

Where:

  - O<sub>n</sub> = the new exercise price of the Mercer Option;
  - O = the old exercise price of the Mercer Option;
  - E = the number of underlying securities into which one Mercer Option is exercisable;
  - P = the volume weighted average market price per security of the underlying securities during the five trading days ending on the day before the ex right date or the ex entitlements date;
  - S = the subscription price for a security under the pro rata issue;
  - D = dividend due but not yet paid on the existing underlying securities (except those to be issued under the pro rata issue); and
  - N = the number of securities with rights or entitlements that must be held to receive a right to one new security.
14. If there is a bonus issue to the holders of shares in the Company, the number of shares over which the Mercer Option is exercisable may be increased by the number of shares which the Mercer Option holder would have received if the Mercer Option had been exercised before the record date for the bonus issue.
15. The terms of the Mercer Options shall only be changed if holders (whose votes are not to be disregarded) of ordinary shares in the Company approve of such a change. However, unless all necessary waivers of the Listing Rules are obtained, the terms of the Mercer Options shall not be changed to reduce the Exercise Price, increase the number of Mercer Options or change any period for exercise of the Mercer Options.
16. The Company does not intend to apply for listing of the Mercer Options on the ASX.
17. The Company shall apply for listing of the resultant Shares issued upon exercise of any Mercer Option.

## **Annexure C – Material Terms of Convertible Securities Agreement**

1. **Overview:** Mercer will invest up to a maximum of \$12,000,000 in three or more tranches, subject to satisfaction of customary conditions precedent (including confirmation by the Company that it has performed or complied in all material respects with all obligations required to be performed or complied with under the Convertible Securities Agreement), via the issue of Convertible Notes.
2. **Conditions:** The conditions include, but are not limited to:
  - a. in respect of the First Investment Amount, the Company delivering an executed general security deed in favour of Mercer;
  - b. in respect of the Third Investment Amount, the Company obtaining Shareholder approval to issue the relevant securities;
  - c. in respect of the First Investment Amount, Second Investment Amount, Third Investment Amount and each Subsequent Investment Amount, the Company issuing a cleansing statement or lodging a prospectus (if necessary), such that following conversion of the Convertible Notes there are no restrictions for the on-sale of Shares;
  - d. in respect of each closing date for the First Investment Amount, Second Investment Amount, Third Investment Amount and each Subsequent Investment Amount, shares in the Company having remained continuously quoted on ASX without suspension for more than five trading days in the 12-month period prior to the relevant closing date; and
  - e. in respect of each Subsequent Investment Amount, Mercer and the Company agreeing to the Subsequent Investment.
3. **Shares:** Upon the issue of the:
  - a. First Tranche Convertible Notes, the Company must issue to Mercer (or its nominee) 475,889 Initial Commencement Shares (Tranche A) for nil consideration; and
  - b. Third Tranche Convertible Notes, the Company must issue to Mercer (or its nominee) 475,889 Initial Commencement Shares (Tranche B) for nil consideration; and
  - c. initial Subsequent Tranche Convertible Notes, the Company must issue to Mercer (or its nominee) the Subsequent Commencement Shares for nil consideration.
4. **Mercer Options:** Upon the issue of the:
  - a. First Tranche Convertible Notes, the Company must issue to Mercer (or its nominee) 2,857,143 Mercer Options for nil consideration;
  - b. Second Tranche Convertible Notes, the Company must issue to Mercer (or its nominee) 2,142,857 Mercer Options for nil consideration;
  - c. Third Tranche Convertible Notes, the Company must issue to Mercer (or its nominee) 2,142,857 Mercer Options for nil consideration; and
  - d. initial Subsequent Tranche Convertible Notes, the Company must issue to Mercer (or its nominee) such number of Mercer Options (for nil consideration) which is equal to 50% of the investment amount in respect of each issue of Subsequent Tranche Convertible Notes divided by \$0.175.
5. **Term:** The Convertible Securities Agreement commences on the date of execution and ends on the Business Day following repayment or conversion of all outstanding Convertible Notes, unless terminated earlier in accordance with its terms.
6. **Termination:** The Convertible Securities Agreement may be terminated:
  - a. by the mutual consent of the parties, at any time;
  - b. by the Company only after completion of the issue of the First Tranche Securities and either:
    - i. the Second Tranche Securities and the Third Tranche Securities have been issued; or
    - ii. Shareholder approval for the issue of the Third Tranche Securities has not been obtained at a duly convened meeting of Shareholders, on giving written notice to Mercer, provided that the Company has paid Mercer (or given evidence of payment) all money due and payable or which may become due for

payment to Mercer at any specified time, including without limitation the Face Value of the Convertible Securities issued; and

- c. by Mercer, if a condition precedent has not been satisfied or waived (if capable of waiver) or where an event of default occurs and is continuing.
7. **Use of Proceeds:** The parties agree that the Company will use all proceeds under the Convertible Securities Agreement primarily for the development and exploitation of carbon capture technology, in addition to repayment of unsecured loans as well as for general working capital requirements of the Company.
  8. **Other Terms:** the Convertible Securities Agreement contains customary investor protections such as negative covenants, representations and warranties.
  9. **Broker Fee:** A third party broker fee of 6% is also payable by the Company.

### Annexure D – Terms of Placement Options

<b>Issue Price:</b>	No amount is payable on the issue of a Placement Option.
<b>Exercise Price:</b>	The amount payable upon exercise of each Placement Option will be A\$0.165.
<b>Expiry Date:</b>	The Placement Options will expire at 5:00pm (Sydney, Australia time) on the second anniversary of the day on which they were issued ( <b>Expiry Date</b> ). Any unexercised Options on issue at the Expiry Date will automatically lapse on the Expiry Date and be cancelled by the Company.
<b>Entitlement:</b>	Each Placement Option is exercisable into one fully paid ordinary share in the Company (each, a ' <b>Share</b> '). Shares issued on exercise of the Placement Options will rank equally in all respects with the other issued Shares.
<b>Notice of Exercise:</b>	<p>The Placement Options may be exercised in whole or in part prior to the Expiry Date by notice in writing to the Company and accompanied by payment of the Exercise Price for each Placement Option being exercised (such notice, an '<b>Exercise Notice</b>').</p> <p>An Exercise Notice is only effective when the Company has received the full amount of the Exercise Price in cleared funds (such date, the '<b>Exercise Date</b>').</p>
<b>Unlisted options:</b>	The Company will not apply for quotation of the Placement Options. Placement Options are not transferable.
<b>Timing of issue of Shares:</b>	<p>As soon as practicable after the relevant Exercise Date when the Company is in a position to issue a cleansing notice under s 708A(5)(e) of the Corporations Act or a cleansing prospectus under s 708A(11) of the Corporations Act, as the case may be, the Company must:</p> <ol style="list-style-type: none"> <li>i. allot and issue the Shares; and</li> <li>ii. do all such acts matters and things to obtain the grant of quotation for the Share on ASX.</li> </ol>
<b>Quotation of Shares on exercise:</b>	Application will be made by the Company to ASX for official quotation of the Shares issued upon the exercise of the Placement Options, if the Company is listed at the time.
<b>Participation in new issues:</b>	There are no participation rights or entitlements inherent in the Placement Options and the holder will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Placement Options.
<b>Adjustment for bonus issues of Shares:</b>	In the event the Company proceeds with a bonus issue of Shares to Shareholders after the issue of the Placement Options, the number of Shares over which a Placement Option is exercisable may be increased in the manner permitted by the ASX Listing Rules applying at the time of the bonus issue.
<b>Adjustment of Exercise Price:</b>	If there is a pro rata issue of Shares (other than a bonus issue of Shares) to Shareholders, after the issue of the Placement Options and before the date the relevant Placement Options must be exercised or lapse, the Exercise Price of the relevant Placement Options will be adjusted in accordance with the formula outlined in the ASX Listing Rules.
<b>Adjustment for reorganisation:</b>	If there is any reconstruction of the issued share capital of the Company, the rights of the holder may be varied in a manner consistent with the Corporations Act and to comply with the ASX Listing Rules which apply at the time of the reconstruction.
<b>Voting:</b>	The holder of Placement Options is not entitled to notice of, or to vote at or attend, a meeting of the Shareholders unless and until the Placement Options are exercised and the holder holds Shares.
<b>Dividends:</b>	The Placement Options do not carry rights to dividends.





Dotz Nano Limited | ABN 71 125 264 575

# Proxy Voting Form

If you are attending the virtual Meeting please retain this Proxy Voting Form for online Securityholder registration.

Your proxy voting instruction must be received by **03.00pm (AEDT) on Tuesday, 07 January 2025**, being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

## SUBMIT YOUR PROXY

Complete the form overleaf in accordance with the instructions set out below.

### YOUR NAME AND ADDRESS

The name and address shown above is as it appears on the Company's share register. If this information is incorrect, and you have an Issuer Sponsored holding, you can update your address through the investor portal: <https://investor.automic.com.au/#/home> Shareholders sponsored by a broker should advise their broker of any changes.

### STEP 1 – APPOINT A PROXY

If you wish to appoint someone other than the Chair of the Meeting as your proxy, please write the name of that Individual or body corporate. A proxy need not be a Shareholder of the Company. Otherwise if you leave this box blank, the Chair of the Meeting will be appointed as your proxy by default.

### DEFAULT TO THE CHAIR OF THE MEETING

Any directed proxies that are not voted on a poll at the Meeting will default to the Chair of the Meeting, who is required to vote these proxies as directed. Any undirected proxies that default to the Chair of the Meeting will be voted according to the instructions set out in this Proxy Voting Form, including where the Resolutions are connected directly or indirectly with the remuneration of Key Management Personnel.

### STEP 2 - VOTES ON ITEMS OF BUSINESS

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

### APPOINTMENT OF SECOND PROXY

You may appoint up to two proxies. If you appoint two proxies, you should complete two separate Proxy Voting Forms and specify the percentage or number each proxy may exercise. If you do not specify a percentage or number, each proxy may exercise half the votes. You must return both Proxy Voting Forms together. If you require an additional Proxy Voting Form, contact Automic Registry Services.

### SIGNING INSTRUCTIONS

**Individual:** Where the holding is in one name, the Shareholder must sign.

**Joint holding:** Where the holding is in more than one name, all Shareholders should sign.

**Power of attorney:** If you have not already lodged the power of attorney with the registry, please attach a certified photocopy of the power of attorney to this Proxy Voting Form when you return it.

**Companies:** To be signed in accordance with your Constitution. Please sign in the appropriate box which indicates the office held by you.

**Email Address:** Please provide your email address in the space provided.

**By providing your email address, you elect to receive all communications despatched by the Company electronically (where legally permissible) such as a Notice of Meeting, Proxy Voting Form and Annual Report via email.**

### CORPORATE REPRESENTATIVES

If a representative of the corporation is to attend the Meeting the appropriate 'Appointment of Corporate Representative' should be produced prior to admission. A form may be obtained from the Company's share registry online at <https://automicgroup.com.au>.

### Lodging your Proxy Voting Form:

#### Online

Use your computer or smartphone to appoint a proxy at <https://investor.automic.com.au/#/loginsah> or scan the QR code below using your smartphone

**Login & Click on 'Meetings'. Use the Holder Number as shown at the top of this Proxy Voting Form.**



#### BY MAIL:

Automic  
GPO Box 5193  
Sydney NSW 2001

#### IN PERSON:

Automic  
Level 5, 126 Phillip Street  
Sydney NSW 2000

#### BY EMAIL:

[meetings@automicgroup.com.au](mailto:meetings@automicgroup.com.au)

#### BY FACSIMILE:

+61 2 8583 3040

#### All enquiries to Automic:

##### WEBSITE:

<https://automicgroup.com.au>

##### PHONE:

1300 288 664 (Within Australia)  
+61 2 9698 5414 (Overseas)





11 December 2024

Dear Shareholder,

### **Dotz Nano Limited Extraordinary General Meeting**

Dotz Nano Limited (ASX: DTZ, OTC: DTZZF/DTZNY, “**Dotz**” or “**Company**”), advises that its Extraordinary General Meeting will be held at 3:00PM (AEDT) on Thursday, 9 January 2025 (**Meeting**) as a virtual meeting accessible online.

### **Notice of Extraordinary General Meeting**

The Notice of Extraordinary General Meeting is available to Shareholders electronically and can be viewed and downloaded online:

1. at <https://www.asx.com.au/markets/company/dtz>;
2. at <https://dotz.tech/investors/>; or
3. by contacting the Company Secretary at [company.secretary@dotz.tech](mailto:company.secretary@dotz.tech).

### **Virtual Meeting**

The Company will hold the Meeting as a virtual meeting which means Shareholders will be able to participate via an online meeting platform powered by Automic.

Shareholders that have an existing account with Automic will be able to watch, listen, ask questions, and vote online.

Shareholders who do not have an account with Automic are strongly encouraged to register for an account **as soon as possible and well in advance of the Meeting** to avoid any delays on the day of the Meeting. An account can be created via the following link [investor.automic.com.au](https://investor.automic.com.au) and then clicking on “**register**” and following the prompts. Shareholders will require their holder number (Securityholder Reference Number (SRN) or Holder Identification Number (HIN)) to create an account with Automic.

### **Your vote is important**

Each resolution will be decided on a poll. The poll will be conducted based on votes submitted by proxy and at the Meeting.

The business of the Meeting affects your shareholding and your vote is important and there are a number of ways in which you can exercise your vote.

Shareholders attending the Meeting virtually and wishing to vote on the day of the Meeting can find further instructions on how to do so in the Notice of Extraordinary General Meeting. Alternatively, Shareholders are strongly encouraged to complete and submit their vote by proxy by using one of the following methods:



<b>Online</b>	Lodge the Proxy Form online at <a href="https://investor.automic.com.au/#/loginsah">https://investor.automic.com.au/#/loginsah</a> by following the instructions: Log into the Automic website using the holding details as shown on the Proxy Form. Click on 'View Meetings' – 'Vote'. To use the online lodgement facility, shareholders will need their holder number (Securityholder Reference Number (SRN) or Holder Identification Number (HIN)) as shown on the front of the Proxy Form.  For further information on the online proxy lodgment process please see the <b>Online Proxy Lodgment Guide</b> at <a href="https://www.automicgroup.com.au/agm/virtual-agms/">https://www.automicgroup.com.au/agm/virtual-agms/</a>
<b>By post</b>	Completing the enclosed Proxy Form and posting it to: Automic, GPO Box 5193, Sydney NSW 2001
<b>By hand</b>	Completing the enclosed Proxy Form and delivering it in person to: Automic, Level 5, 126 Phillip Street, Sydney NSW 2000
<b>By email</b>	Completing the enclosed Proxy Form and emailing it to: <a href="mailto:meetings@automicgroup.com.au">meetings@automicgroup.com.au</a>
<b>By facsimile</b>	Completing the enclosed Proxy Form and faxing it to: +61 2 8583 3040

A personalised proxy form has been provided to each Shareholder.

Your Proxy instruction must be received not later than 48 hours before the commencement of the Meeting.

**Proxy Forms received later than this time will be invalid.**

**The Chair intends to vote all open proxies in favour of each resolution, where permitted.**

We look forward to welcoming you to the Extraordinary General Meeting of Shareholders.

Yours sincerely,

**Bernie Brookes AM**

Non-Executive Chairman and Company Secretary