



Dropsuite Limited

ABN 91 008 021 118

**Notice of 2021 Annual General Meeting
to be held on Wednesday, 26 May 2021**

**Explanatory Memorandum
for the Notice of
Annual General Meeting**

**NOTICE OF THE 2021 ANNUAL GENERAL MEETING TO BE HELD AT 11.00AM (AEST) ON
WEDNESDAY, 26 MAY 2021 AT 477 COLLINS STREET MELBOURNE VIC 3000 AND VIA
ZOOM WEBINAR**

TO BE VALID, FORMS OF PROXY FOR USE AT THE 2021 ANNUAL GENERAL MEETING MUST
BE COMPLETED AND RETURNED TO THE COMPANY NO LATER THAN 11.00 AM (AEST) ON
MONDAY, 24 MAY 2021

Section A - Notice of Annual General Meeting

NOTICE IS HEREBY GIVEN that an Annual General Meeting of Shareholders of Dropsuite Limited ABN 91 008 021 118 (**Dropsuite** or **Company**) will be held at 11.00am (AEST) on Wednesday, 26 May 2021 at 477 Collins Street, Melbourne VIC 3000 and via Zoom Webinar.

The details of the Zoom facility are:

Join Zoom Meeting:

https://us02web.zoom.us/webinar/register/WN_LATDCzCVRbWS6gEO2fYLYQ

Meeting ID: 817 8631 7165

Voting at the meeting

Voting virtually at the Meeting

Shareholders who wish to vote virtually on the day of the AGM will need to login to the Automic website (<https://investor.automic.com.au/#/home>) with their username and password.

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.

How do I create an account with Automic?

To create an account with Automic, please go to the Automic website (<https://investor.automic.com.au/#/home>), click on 'register' and follow the steps. Shareholders will require their holder number (Securityholder Reference Number (SRN) or Holder Identification Number (HIN)) to create an account with Automic.

I have an account with Automic, what are the next steps?

Shareholders who have an existing account with Automic (Note: with a username and password) are advised to take the following steps to attend and vote virtually on the day of the AGM:

1. Login to the Automic website (<https://investor.automic.com.au/#/home>) using your username and password.
2. (Registration on the day) If registration for the virtual meeting is open, click on 'Meeting open for registration' and follow the steps.
3. (Live voting on the day) If live voting for the virtual meeting is open, click on 'Meeting open for voting' and follow the steps.

Defined terms used in this Notice of Meeting have the meanings given to them in the Glossary accompanying this Notice of Meeting.

ORDINARY BUSINESS

Financial Statements and Reports

To receive the Financial Statements, Directors' Report and Auditor's Report for the Company and its controlled entities for the year ended 31 December 2020.

Note that there is no requirement for Shareholders to approve these reports. However, the Annual General Meeting provides a forum for Shareholders to ask questions and make comments on the

Company's reports and accounts and on the management, business and operations of the Company. In addition, Shareholders will be allowed a reasonable opportunity at the Annual General Meeting to ask questions of the auditor (or the auditor's representative) relevant to:

- the conduct of the audit;
- the content of the auditor's report;
- the accounting policies adopted by the Company for the preparation of the financial statements; and
- the auditor's independence in relation to the above items.

1. **Resolution 1: Adoption of the Remuneration Report**

Shareholders are asked to consider, and if thought fit, to pass with or without amendment the following Resolution as an **ordinary resolution**:

"That the Company adopt the Remuneration Report for the year ended 31 December 2020 in accordance with Section 250R(2) of the Corporations Act."

Please refer to the Explanatory Memorandum for further information on this resolution.

Note: This resolution will be decided by a poll. This resolution is advisory only and does not bind the Company or the Directors. A voting prohibition applies in respect of this resolution - see Explanatory Memorandum for details.

2. **Resolution 2: Re-election of Director – Theo Hnarakis**

Shareholders are asked to consider, and if thought fit, to pass with or without amendment the following Resolution as an **ordinary resolution**:

"That, Mr Theo Hnarakis, who is retiring in accordance with the Constitution, and who offers himself for re-election, is re-elected as a Director of the Company."

Please refer to the Explanatory Memorandum for further information on this resolution.

Note: Mr Theo Hnarakis retires as a Director in accordance with the requirements of clause 6.3 of the Constitution. Being eligible, he offers himself for re-election. This resolution will be decided by a poll. No voting exclusion applies in respect of this resolution.

3. **Resolution 3: Adoption of New Constitution**

Shareholders are asked to consider and, if thought fit, pass with or without amendment the following Resolution as a **special resolution**:

"That, for the purposes of section 136(1)(b) of the Corporations Act and for all other purposes (including section 648G(4) of the Corporations Act), the Company adopt a replacement constitution, with immediate effect upon the passing of this Resolution, as described in the Explanatory Memorandum."

Please refer to the Explanatory Memorandum for further information on this resolution.

Note: This resolution will be decided by a poll.

4. **Resolution 4: Adoption of Dropsuite 2020-2022 Performance Rights Plan**

Shareholders are asked to consider and, if thought fit, pass with or without amendment the following Resolution as an **ordinary resolution**:

*"That, for the purposes of ASX Listing Rule 7.2 Exception 13 and for all other purposes, the shareholders approve the adoption of an employee incentive scheme, being the Dropsuite 2020-2022 Performance Rights Plan (**Plan**), as described in the Explanatory Memorandum."*

Please refer to the Explanatory Memorandum for further information on this resolution.

Note: This resolution will be decided by a poll. A voting exclusion and proxy voting prohibition applies in respect of this resolution - see Explanatory Memorandum and the Notes for details.

5. Resolution 5: Grant of 1,000,000 Performance Rights to Mr Charif Elansari, Managing Director and CEO of the Company

Shareholders are asked to consider, and if thought fit, to pass with or without amendment the following Resolution as an **ordinary resolution**:

"That, subject to Resolution 4 being approved, for the purposes of ASX Listing Rule 10.14 and for all other purposes, approval is given for the Company to grant performance rights to the Managing Director and CEO of the Company, Mr Charif Elansari (and/or his nominee(s)), under the Plan, as described in, and on the terms and conditions set out in, the Explanatory Memorandum."

Please refer to the Explanatory Memorandum for further information on this resolution. If Resolution 4 is not passed then Resolution 5 will be withdrawn.

Note: This resolution will be decided by a poll. A voting exclusion and proxy voting prohibition applies in respect of this resolution - see Explanatory Memorandum and the Notes for details.

6. Resolution 6: Approval of 10% Placement Facility

Shareholders are asked to consider and, if thought fit, pass with or without amendment the following Resolution as a **special resolution**:

"That, pursuant to and in accordance with ASX Listing Rule 7.1A and for all other purposes, approval is given for the issue of up to 10% of the issued capital of the Company (at the time of issue) calculated in accordance with the formula prescribed in ASX Listing Rule 7.1A.2 and on the terms and conditions in the Explanatory Memorandum."

Note: this resolution will be decided by a poll.

If at the time of the Meeting, the Company:

- is included in the S&P/ASX 300 Index; and
- has a market capitalisation of greater than AU\$300 million,

this Resolution 6 will be withdrawn.

By order of the Board



Kobe Li
Company Secretary

Dated: 23 April 2021

NOTES

1. Explanatory Memorandum & Other Information

The following additional sections form part of this Notice and should be read in conjunction with it. They are the:

- Explanatory Memorandum in Section B;
- Glossary in Section C;
- Plan Rules Summary in Section D;
- Summary of Terms of Performance Rights in Section E; and
- Replacement constitution in Section F.

2. Voting Statement

Subject to the Corporations Act, the Chairman of the Annual General Meeting intends to vote undirected proxies held by him in favour of each of the Resolutions. Please refer to the proxy form accompanying this Notice of Meeting for more information.

3. Determination of membership and voting entitlement

For the purpose of determining a person's entitlement to vote at the Annual General Meeting, a person will be recognized as a member of the Company and the holder of Shares if that person is registered as a holder of those Shares at 7.00pm (AEST) on Monday, 24 May 2021, being the second Business Day prior to the date of the Annual General Meeting.

4. Votes of members

Every member present in person or by attorney or by proxy or, in the case of a body corporate, by a representative shall have one vote for each Share held by him, her or it provided that all Shares are fully paid.

5. Proxies

Please note that:

- (a) a member entitled to attend and vote at the Annual General Meeting is entitled to appoint no more than two proxies;
- (b) an instrument appointing a proxy must be in the form of the proxy form attached to this Notice of Meeting;
- (c) where more than one proxy is appointed, each proxy must be appointed to represent a specified proportion of the member's voting rights. If a member appoints two proxies, and the appointment does not specify the proportion of the member's voting rights, each proxy may exercise one-half of the voting rights;
- (d) a proxy need not be a member of the Company;
- (e) a proxy form may specify the manner in which the proxy is to vote in respect of a particular Resolution and, where the proxy form so provides, the proxy is not entitled to vote on the Resolution except as specified in the proxy form;
- (f) a proxy has the authority to vote on the member's behalf as he or she thinks fit, on any motion to adjourn the Annual General Meeting, or any other procedural motion, unless the member gives a direction to the contrary;

- by the Company:**

- by email: meetings@automicgroup.com.au

6. Proxy Voting Restrictions

Directors of the Company who are key management personnel whose remuneration details are included in the 2020 Remuneration Report, any other key management personnel whose remuneration details are included in the 2020 Remuneration Report, or any of their closely related parties, will not be able to vote undirected proxies held by them on Resolutions 4 and 5 provided however that the chair may vote undirected proxies on Resolutions 4 and 5 on behalf of persons eligible to vote where expressly authorised to do so on the proxy form.

7. Corporate Representative

Any corporate Shareholder who has appointed a person to act as its corporate representative at the Annual General Meeting should provide that person with a certificate or letter executed in accordance with the Corporations Act authorising him or her to act as that company's representative.

8. Currency

References to "\$" in this Notice and Explanatory Memorandum are to Australian dollars.

Section B - Explanatory Memorandum

1. Introduction

This Explanatory Memorandum forms part of the Notice convening the Annual General Meeting of Shareholders of Dropsuite Limited (**Dropsuite** or the **Company**) to be held at 11.00am (AEST) on Wednesday, 26 May 2021 via Zoom Webinar.

This Explanatory Memorandum is to assist Shareholders in understanding the background to, and the legal and other implications of, the Notice and the reasons for the proposed resolutions. Both documents should be read in their entirety and in conjunction with each other.

All capitalised terms are defined in the Glossary in Section C of this Notice.

2. Background to Resolutions

Resolution 1: Adoption of Remuneration Report

The Corporations Act requires that at a listed Company's annual general meeting, a resolution that the Remuneration Report be adopted must be put to the Shareholders. However, such a resolution is advisory only and does not bind the Directors of the Company.

The Remuneration Report sets out the Company's remuneration arrangements for Key Management Personnel. The Remuneration Report is part of the Directors' Report contained in the annual financial report of the Company for the financial year ending 31 December 2020.

A reasonable opportunity will be provided for discussion of the Remuneration Report at the Annual General Meeting.

Voting consequences

Under the Corporations Act, if at least 25% of the votes cast on a Remuneration Report resolution are voted against the adoption of the Remuneration Report in two consecutive annual general meetings, the Company will be required to put to Shareholders a resolution proposing the calling of an extraordinary general meeting to consider the appointment of Directors of the Company at the second annual general meeting (**Spill Resolution**). More than 75% of the votes cast at the 2019 Annual General Meeting were for adoption of the 2019 Remuneration Report and therefore a Spill Resolution will not be required if at least 25% of the votes are cast against the adoption of the 2020 Remuneration Report under Resolution 1.

If at least 25% of votes are cast against the Remuneration Report at consecutive Annual General Meetings and thereafter more than 50% of Shareholders vote in favour of the Spill Resolution, the Company must convene the extraordinary general meeting (**Spill Meeting**) within 90 days of the second annual general meeting. All of the Directors of the Company who were in office when the Directors' Report (as included in the Company's annual financial report for the financial year ended immediately before the second annual general meeting) was approved, other than the Executive Directors of the Company, will cease to hold office immediately before the end of the Spill Meeting but may stand for re-election at the Spill Meeting.

Following the Spill Meeting those persons whose election or re-election as Directors of the Company is approved by the Shareholders will be the Directors of the Company.

Voting Prohibition

For each Key Management Personnel whose remuneration details are included in the Remuneration Report, the Company will disregard any votes cast in any capacity on Resolution 1 by or on behalf of these Key Management Personnel or any of their closely related party (collectively **Restricted Voters**).

However, a person (**voter**) may cast a vote on Resolution 1 as a proxy if the vote is not cast on behalf of a Restricted Voter and the voter is appointed as a proxy in writing that specifies the way the proxy is to vote on Resolution 1. The Chairman may also exercise undirected proxies if the vote is cast on behalf of a person entitled to vote on Resolution 1 and the proxy appointment expressly authorises the Chairman to exercise the proxy even if Resolution 1 is connected directly or indirectly with the remuneration of members of the key management personnel of the Company.

Shareholders should be aware that the Chairman intends to vote all undirected proxies given to the Chairman in favour of the resolutions of the Annual General Meeting, including this Resolution 1, subject to compliance with the Corporations Act. Further details are set out in the Notes.

Resolution 2: Re-election of Director – Mr Theo Hnarakis

The Company's Constitution provides that one third of Directors must retire at each annual general meeting. Accordingly Mr Theo Hnarakis retires and, being eligible, wishes to stand for re-election in accordance with the Company's Constitution.

Mr Theo Hnarakis is a Non-Executive Director who was appointed on 26 December 2016. He holds a Bachelor of Accounting degree.

Theo Hnarakis brings a wealth of experience working in the media industry and scaling Australian ASX listed technology businesses. He graduated from the University of South Australia and held senior roles with News Corporation, Boral Group, the PMP Communications group and was the Managing Director and CEO of Melbourne IT until 2013. He has also held director roles with Neulevel, a JV with US based listed company, Neustar and with Advantate, a JV with Fairfax Media.

Voting Exclusion Statement

No voting exclusion statement applies to this resolution.

Shareholders should be aware that the Chairman intends to vote all undirected proxies given to the Chairman in favour of the resolutions of the Annual General Meeting, including this Resolution 2.

Directors' Recommendation

The Board (Mr Theo Hnarakis abstaining) recommends that Shareholders vote **FOR** Resolution 2.

Resolution 3 – Adoption of New Constitution

The Company proposes adopting a new Constitution (**Replacement Constitution**) to replace the Company's existing constitution with effect immediately upon the passing of Resolution 3.

The Board has formed the view that the Annual General Meeting is a good opportunity to adopt the Replacement Constitution as the constitution of the Company. The Replacement Constitution contains modern, relevant clauses for effective and efficient corporate governance of an entity in the position of the Company. The Replacement Constitution proposed to be adopted also contains inherent flexibility to accommodate the ASX listing of the Company, including provisions to reflect recent amendments to the ASX Listing Rules.

The Replacement Constitution is set out in full in Section F. A stand-alone electronic copy of the Replacement Constitution can be requested by email to ir@dropsuite.com.

Resolution 3 is a special resolution and, as a result, must be passed by at least 75% of all the votes cast by members entitled to vote (whether in person or by proxy, attorney or, in the case of a corporate member, by corporate representative).

Proportional takeover provisions

Resolution 3 is also proposed for the purposes of Section 648G(4) of the Corporations Act to approve the proportional takeover bid provisions which are contained in Article 28 of the Replacement Constitution for a period of three years from the date of the Meeting (**Proportional Bid Provisions**).

A "proportional takeover bid" means an off-market bid for a specified proportion of the Company's securities held by each shareholder in a class for which a takeover bid has been made. It is not a bid for all securities held by all members of that class, only part of the securities each holds.

Part 6.5 Subdivision 5C of the Corporations Act provides that Proportional Bid Provisions cease to apply at the end of 3 years from their adoption (or last renewal), but that they may be renewed by special resolution of the members. The Board believes it is appropriate that the Proportional Bid Provisions of the Company's Constitution (Article 28) be renewed as part of the adoption of the Replacement Constitution (to the extent the adoption may be considered a renewal).

As noted above, the Replacement Constitution is set out in full in Section F and an electronic copy of the Replacement Constitution can be sent via email to any shareholder upon request by email to ir@dropsuite.com.

Resolution 3 is proposed as a special resolution. Accordingly, to be passed at least 75% of the votes validly cast on the Resolution by shareholders eligible to vote of the Resolution by number of shares must be in favour of the Resolution.

If Resolution 3 is passed, shareholders holding at least 10% of the Company's issued ordinary shares may, within 21 days after the Meeting, apply to a court to have the purported renewal of the Proportional Bid Provisions set aside. The court may make an order setting aside the purported renewal of the Proportional Bid Provisions if it is satisfied that it is appropriate in the circumstances to do so.

In seeking members' approval for the renewal of the Proportional Bid Provisions, the Corporations Act requires the below information to be provided to members. Although the Company proposes adopting the Replacement Constitution, it considers it appropriate to provide the information below to enable members to consider the Proportional Bid Provisions to the extent that the adoption may be considered a renewal.

Effect of provisions

Article 28 of the Constitution provides that the Company is prohibited from registering any transfer of shares giving effect to a contract of sale pursuant to a proportional takeover bid unless and until after the proposed transfer has been approved by the members at a general meeting of the Company (**Prescribed Resolution**). The person making the offer for the securities (**Offeror**) (and their associates) cannot vote on the Prescribed Resolution and the Prescribed Resolution requires the approval of more than 50% of members who are entitled to vote at that meeting.

Article 28 provides that if a Prescribed Resolution is not voted upon at the end of the day before the relevant day in relation to the off-market bid under which offers have been made, the Prescribed Resolution is deemed approved.

If shareholders pass this Resolution 3 then Article 28 as described above will continue to have effect for a period of three years from the date of the Meeting.

Reasons for the resolution

Section 648(G)(1) of the Corporations Act provides that Proportional Bid Provisions such as provided in Article 28 cease to apply at the end of 3 years from their adoption (or their last renewal).

As noted above, the Company proposed adopting the Replacement Constitution however believes it appropriate to have the Proportional Bid Provisions approved.

Section 648(G)(4) enables the members to approve a renewal of Proportional Bid Provisions.

The Directors believe that the members should continue to have the choice of considering whether to accept a bid for what might become control of the Company without the members having the opportunity to dispose of **all** of their securities (rather than just some of their securities, as would be the case under a proportional takeover bid). If Resolution 3 is approved and any proportional takeover bid (if any) is subsequently approved by members, each member will still have the right to make a separate decision whether that member wishes to accept the (proportional takeover) bid for their own securities.

Awareness of current acquisition proposals

As at the date of the Notice, none of the Directors is aware of any proposal for any person to acquire (or increase the extent of) a substantial interest in the Company.

Potential advantages and disadvantages of the proposed resolution for directors and members

The potential advantages and disadvantages of renewing the Proportional Bid Provisions to directors include:

- (a) If the Directors consider a partial bid should be opposed they will be assisted in preventing the bidder from securing control of the Company as the bidder requires a majority of votes to be cast in its favour by the independent shareholders before the bid can succeed.
- (b) With the Proportional Bid Provisions in place, the Directors must call a meeting to seek the members' view if any partial takeover offer is made, even if the Directors believe the offer should be accepted.
- (c) Under the Proportional Bid Provisions the most effective view on a partial bid is the view expressed by the vote of the shareholders themselves, at the meeting.
- (d) The Proportional Bid Provisions may make it easier for Directors to discharge their fiduciary and statutory duties as Directors in the event of a partial takeover bid.
- (e) The Directors remain free to make a recommendation on whether a proportional takeover bid should be accepted.

The potential advantages of the renewal of the Proportional Bid Provisions for members include:

- (a) All members have an opportunity to study a proportional takeover bid, if made, and to attend or be represented by proxy at a meeting called specifically to vote on the proposal. A majority of shares voted at the meeting, excluding the shares of the bidder and its associates, will be required for the applicable resolution to be passed, following which members will be able to decide whether to accept the bid that may result in a change of the control of the Company.
- (b) Members are able to prevent a proportional takeover bid proceeding if they believe that control of the Company should not be permitted to pass under the bid and, accordingly, the terms of any future proportional takeover bid is likely to be structured in a manner that is attractive to a majority of members.
- (c) The Proportional Bid Provisions enable shareholders to act together to avoid the coercion of members that might otherwise arise where they believe a partial offer is inadequate, but nevertheless accept due to concerns that a significant number of shareholders may accept.
- (d) Members are protected against being coerced into accepting a partial bid at a high premium where the bidder indicates its intention to mount a subsequent bid for the remaining shares

at a much reduced price, putting members under pressure to accept the initial bid to maximise returns.

- (e) If a partial bid is made, the Proportional Bid Provisions may make it more probable that a bidder will set its offer price at a level that is attractive to members.
- (f) Members, as a group, may more effectively advise, contribute to or guide the Directors' response to a partial bid.
- (g) The Proportional Bid Provisions may increase the likelihood that any takeover offer will be a full bid for the whole shareholding of each member, so that member will have the opportunity to dispose of all of their shares rather than only a portion.

The potential disadvantages to members of renewing the Proportional Bid Provisions include:

- (a) By placing obstacles in the way of partial offers, the proposal may tend to discourage partial offers, thus reducing the opportunity for members to sell a portion of their holdings.
- (b) The existence of the Proportional Bid Provisions might adversely affect the market value of the Company's shares by making a partial offer less likely, thus reducing any takeover speculation element in the share price.
- (c) An individual member that wishes to accept the partial offer will be unable to sell to the offeror unless a majority of members vote in favour of the partial takeover bid.
- (d) If a partial takeover bid is made, the Company will incur the costs of calling a shareholders meeting.

Board Recommendation

The Board considers that adopting the Replacement Constitution is in the best interests of the Company. Also, balancing the above advantages and disadvantages, the Board is of the view that the advantages of renewing the Proportional Bid Provisions outweigh the disadvantages. Accordingly, the Board unanimously recommends that Shareholders approve Resolution 3.

Voting Exclusions

There are no voting exclusions on this Resolution.

Resolution 4 – Adoption of Dropsuite 2020-2022 Performance Rights Plan

The company seeks Shareholder approval under ASX Listing Rule 7.2 Exception 13 for approval of the Dropsuite 2020-2022 Performance Rights Plan (**Plan**). The Performance Rights under the Plan will be issued to employees to provide long-term incentives in line with the Company's strategic goals and performance targets.

On 1 September 2020, the Company issued 9,470,000 Performance Rights to the Company's unrelated party employees under the prior version of the Plan (refer to ASX announcement dated 1 September 2020 for more details). In addition and as set out in the ASX announcement of the Company on 1 September 2020, 1,000,000 Performance Rights were, subject to and conditional upon receipt of prior shareholder approval, proposed to be issued to Mr Charif Elansari, the Managing Director and CEO (and/or his nominee(s)). These 1,000,000 Performance Rights are subject to the shareholder approval sought under Resolution 5 of this Notice.

Specific disclosure of information

If Shareholders pass Resolution 4, the Company will be able to issue Performance Rights under the Plan to unrelated parties within 3 years of shareholder approval without using the placement capacity available to the Company under the ASX Listing Rules (provided no more than the maximum number

of securities that may be issued under the Plan as approved by shareholders are issued). If Resolution 4 is not passed by shareholders then the Board may still adopt the Plan as an incentive scheme of the Company, however any Performance Rights issued under the Plan in this circumstance will use the placement capacity available to the Company under the ASX Listing Rules.

Notwithstanding if shareholders pass, or do not pass, Resolution 4, any issues of securities to Directors and other related parties would continue to require shareholder approval under Chapter 10 of the ASX Listing Rules.

ASX Listing Rule 7.2 Exception 13 requires that the following information be provided to shareholders in relation to the adoption of the Plan:

1. A summary of the terms of the Plan (included in section D).
2. This the first time that the Company is seeking shareholder approval under this rule in relation to the Plan. As noted above, the Company previously issued 9,470,000 Performance Rights under the Plan to unrelated party employees of the Company and, subject to and conditional upon receipt of prior shareholder approval (which is sought under Resolution 5 of the Notice), 1,000,000 Performance Rights are proposed to be issued to Mr Charif Elansari, the Managing Director and CEO (and/or his nominee(s)).
3. The maximum number of equity securities proposed to be issued under the Plan is 28,997,449, which is approximately 5% of the Company's current issued share capital. This is inclusive of the Performance Rights the subject of Resolution 5.
4. A voting exclusion statement, which is set out below.

Voting Exclusion Statement

The Company will disregard any votes cast in favour of Resolution 4 by or on behalf of a person who is eligible to participate in the employee incentive scheme or any of their associates.

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

- 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;
- the Chairman as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with a direction given to the Chairman to vote on the resolution as the Chairman decides; or
- a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - 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
 - the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Shareholders should be aware that the Chairman intends to vote all undirected proxies given to the Chairman in favour of the resolutions of the Annual General Meeting, including this Resolution 4, subject to compliance with the Corporations Act.

Resolution 5: Grant of 1,000,000 Performance Rights to Mr Charif Elansari, Managing Director of the Company

The Company is proposing to issue to Mr Charif Elansari, the Managing Director and CEO of the Company (and/or his nominee(s)), 1,000,000 performance rights (**Performance Rights**) under the Plan. The terms of the Performance Rights are set out in full in Section E.

ASX Listing Rule 10.14 requires the Company to obtain shareholder approval for the issue of Performance Rights to directors of the Company under an employee incentive scheme. This resolution seeks stockholder approval under ASX Listing Rule 10.14 and for all other purposes, for

the grant of Performance Rights to Mr Charif Elansari (and/or his nominee(s)) as a long-term incentive under the Plan.

The Company proposes issuing the Performance Rights to Mr Charif Elansari (and/or his nominee(s)) as a means of providing him with valuable remuneration that is in line with the long-term strategic goals and performance targets of the Company and to align his interests with those of shareholders, whilst also preserving cash reserves in the Company.

Resolution 5 is conditional upon shareholders passing Resolution 4. If shareholders do not pass Resolution 4 then this Resolution 5 will be withdrawn.

Specific disclosure of information – ASX Listing Rules

If Shareholders pass resolution 5, the Company will be able to issue the 1,000,000 Performance Rights to Mr Charis Elansari (and/or his nominee(s)) under the Plan. If shareholders do not pass resolution 5, the Company will not be able to issue the Performance Rights to Mr Charis Elansari (and/or his nominee(s)). If shareholders do not approve the issue of Performance Rights to Mr Charif Elansari (and/or his nominee(s)) then the Company may seek to remunerate Mr Charif Elansari by alternate methods, including by making additional cash payments to him (however there is no plan in place to do so as at the date of the Notice).

ASX Listing Rule 10.15 requires that the following information be provided to Shareholders in relation to the Performance Rights issued under the Plan:

1. The proposed grant will be made to Mr Charif Elansari, the Company's Managing Director and CEO (and/or his nominee(s)). Mr Elansari is Managing Director and is therefore a related party of the Company for the purposes of ASX Listing Rule 10.14.1.
2. The number of Performance Rights to be granted to Mr Charif Elansari (and/or his nominee(s)) is 1,000,000.
3. Mr Charif Elansari's current total remuneration package per annum is \$360,925, as disclosed in the Remuneration Report of the Company's 2020 Annual Report.
4. The Company has not previously issued any securities to Mr Charif Elansari under the Plan.
5. The proposed grant of Performance Rights will be made in accordance with the terms as summarised in Section E. The Company believes that the grant of Performance Rights to Mr Charif Elansari (and/or his nominee(s)), alongside with other employees will provide long term incentives in line with the Company's strategic goals and performance targets whilst preserving cash resources in the Company. The Board of Directors believe the grant of the Performance Rights will better align the Company's shareholder interest with management team. The value of the Performance Rights in aggregate are \$10,320.
6. The Company intends to issue the Performance Rights as soon as practicable following shareholder approval, and in any event, no later than 3 years after the date of the meeting.
7. The Performance Rights are to be issued at nil cash consideration.
8. See Section D of this Notice for the material terms of the Plan.
9. There are no loans made in relation to the proposed grant.
10. Details of any securities issued under the Plan will be published in the annual report of the entity relating to the period in which they were issued, along with a statement that approval for the issue was obtained under listing rule 10.14.
11. Any additional persons covered by listing rule 10.14 who become entitled to participate in an issue of securities under the Plan after the resolution is approved and who were not named in the notice of meeting will not participate until approval is obtained under that rule.

Corporations Act – Chapter 2E

Under Chapter 2E of the Corporations Act, a public company cannot give a “financial benefit” to a “related party” unless one of the exceptions to the section apply or shareholders have in a general meeting approved the giving of that financial benefit to the related party.

The proposed recipient of the Performance Rights under Resolutions 5 is a Director of the Company and is therefore related parties of the Company as defined under the Corporations Act.

Section 211 of the Corporations Act provides that one of the exceptions to the requirement to obtain shareholder approval for giving a financial benefit to a related party is where the benefit is given to the related party as an officer of the Company and to give the remuneration would be reasonable given:

- (a) the circumstances of the Company; and
- (b) the related party’s circumstances (including the responsibilities involved in the office or employment).

The Company considers the proposed issue of Performance Rights is reasonable remuneration and, as such, fall within the exception set out in section 211 of the Corporations Act.

In reaching this view, the Company has considered the position and responsibilities of Mr Charif Elansari, the Company’s reliance on a limited number of personnel, the need for the Company to effectively incentivise Mr Charif Elansari while aligning the incentive with increasing shareholder value, the desirability of preserving cash resources within the Company, and the terms of the Plan. The Company considers that the issue of LFS is an effective tool which preserves the cash reserves of the Company and its group entities whilst providing valuable consideration for Mr Charif Elansari.

If Resolution 5 is passed, Mr Charif Elansari will have a relevant interest in 1,000,000 Performance Rights.

Voting Exclusion Statement

The Company will disregard any votes cast in favour of Resolution 5 by or on behalf of a person referred to in ASX Listing Rules 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Plan or any of their associates.

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

- 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;
- the Chairman as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with a direction given to the Chairman to vote on the resolution as the Chairman decides; or
- a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - 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
 - the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Shareholders should be aware that the Chairman intends to vote all undirected proxies given to the Chairman in favour of the resolutions of the Annual General Meeting, including this Resolution 5, subject to compliance with the Corporations Act.

Directors’ Recommendation

The Board (with Mr Charif Elansari abstaining) recommends that Shareholders vote **FOR** Resolution 5.

Resolution 6: Approval of 10% Placement Facility

ASX Listing Rule 7.1A enables eligible entities to issue equity securities (as that term is defined in the ASX Listing Rules) up to 10% of their issued share capital through placements over a 12-month period after an AGM (**10% Placement Facility**). The 10% Placement Facility is in addition to a company's 15% placement capacity under ASX Listing Rule 7.1. An eligible entity for the purposes of ASX Listing Rule 7.1A is an entity that is not included in the S&P/ASX 300 Index and has a market capitalization of \$300 million or less.

The Company is, at the date of the Notice, an eligible entity on the basis that the Company is not currently in the S&P/ASX 300 Index and has a market capitalisation of \$113,090,053.05 (being the number of shares the Company has on issue at the date of the Notice (579,948,990) multiplied by the price of the shares of the Company at close of trading on ASX on 7 April 2021 (\$0.195)).

The Company is seeking shareholder approval by way of a special resolution to have the ability to issue equity securities under the 10% Placement Facility. The exact number of equity securities (if any) to be issued under the 10% Placement Facility will be determined in accordance with the formula prescribed in ASX Listing Rule 7.1A.2 (refer below). The Company may use funds raised from any issue(s) under the 10% Placement Facility for development of its existing business and any acquired business, or funding new projects or business opportunities and/or general working capital.

The Company seeks shareholder approval so it can make issues under the 10% Placement Facility after the Meeting in accordance with ASX Listing Rule 7.1A.

If Shareholders approve Resolution 6, the number of equity securities the Company may issue under the 10% Placement Facility will be determined in accordance with the formula prescribed in ASX Listing Rule 7.1A.2 (as set out below). If Resolution 6 is not passed by shareholders then the Company will not be able to issue equity securities under the 10% Placement Facility.

The Directors of the Company believe that Resolution 6 is in the best interests of the Company and unanimously recommend that Shareholders vote in favour of this Resolution 6.

DESCRIPTION OF LISTING RULE 7.1A

- Shareholder approval

The ability to issue equity securities under the 10% Placement Facility is subject to shareholder approval by way of a special resolution at an annual general meeting.

- Equity securities

Any equity securities issued under the 10% Placement Facility must be in the same class as an existing quoted class of equity securities of the Company. The Company, as at the date of the Notice, has one class of quoted equity securities, being ordinary shares (**DSE**).

- Formula for calculating 10% Placement Facility

ASX Listing Rule 7.1A.2 provides that eligible entities which have obtained shareholder approval at an AGM may, during the 10% Placement Period (defined below), issue a number of equity securities calculated in accordance with the following formula:

$$(A \times D) - E$$

where:

A is the number of shares on issue 12 months before the date of the issue or agreement to issue:

- (i) *plus the number of fully paid shares issued in the 12 months under an exception in ASX Listing Rule 7.2 other than exception 9, 16 or 17;*
- (ii) *plus the number of fully paid ordinary shares issued in the relevant period on the conversion of convertible securities within ASX Listing Rule 7.2 where:*
 - a. *the convertible securities were issued or agreed to be issued before the commencement of the relevant period; or*
 - b. *the issue of, or agreement to issue, the convertible securities was approved, or taken under those rules to have been approved, under ASX Listing Rule 7.1 or 7.4;*
- (iii) *plus the number of fully paid ordinary shares issued in the relevant period under an agreement to issue securities within ASX Listing Rule 7.2 Exception 16 where:*
 - a. *the agreement was entered into before the commencement of the relevant period; or*
 - b. *the agreement or issue was approved, or taken under those rules to have been approved, under ASX Listing Rule 7.1 or 7.4;*
- (iv) *plus the number of fully paid shares issued in the 12 months with approval of holders of shares under ASX Listing Rules 7.1 and 7.4;*
- (v) *plus the number of partly paid shares that became fully paid in the 12 months;*
- (vi) *less the number of fully paid shares cancelled in the 12 months.*

Note: "A" has the same meaning in ASX Listing Rule 7.1 when calculating an entity's 15% placement capacity.

D is 10%

E is the number of equity securities issued or agreed to be issued under ASX Listing Rule 7.1A.2 in the relevant period where the issue or agreement has not been subsequently approved by the holder of ordinary securities under ASX Listing Rule 7.4.

- ASX Listing Rule 7.1 and ASX Listing Rule 7.1A

The ability of an entity to issue equity securities under ASX Listing Rule 7.1A is in addition to the entity's 15% placement capacity under ASX Listing Rule 7.1.

As at the date of this Meeting, the Company has 579,948,990 ordinary shares on issue and will therefore (subject to the passage of the other resolutions at the Meeting) have capacity to issue:

- (i) 86,992,349 equity securities under Listing Rule 7.1 (15% capacity); and
- (ii) subject to shareholders approving this Resolution 6, 57,994,899 equity securities (provided such equity securities are in a class of quoted equity securities) under Listing Rule 7.1A.

The actual number of equity securities that the Company will have capacity to issue under ASX Listing Rule 7.1A will be calculated at the date of issue of the equity securities in accordance with the formula prescribed in ASX Listing Rule 7.1A.2 (refer above).

- Minimum Issue Price

The issue price of equity securities issued under ASX Listing Rule 7.1A must be not less than 75% of the VWAP of equity securities in the same class calculated over the 15 trading days immediately before:

- (i) the date on which the price at which the relevant equity securities are to be issued is agreed by the Company and the recipient of the relevant equity securities; or
- (ii) if the equity securities are not issued within 10 trading days of the date in paragraph (i) above, the date on which the equity securities are issued.

- 10% Placement Period

Shareholder approval of the 10% Placement Facility under ASX Listing Rule 7.1A is valid from the date of the annual general meeting at which the approval is obtained and expires (and ceases to be valid) on the earlier to occur of:

- (i) the date that is 12 months after the date of the annual general meeting at which the approval is obtained; or
- (ii) the time and date of the next annual general meeting of the Company; or
- (iii) the date of the approval by shareholders of a transaction under ASX Listing Rules 11.1.2 (a significant change to the nature or scale of activities) or 11.2 (disposal of main undertaking).

(10% Placement Period).

- ASX Listing Rule 7.1A

The effect of Resolution 6 will be to allow the Directors of the Company to issue the equity securities under ASX Listing Rule 7.1A during the 10% Placement Period separate to the Company's 15% placement capacity under ASX Listing Rule 7.1. Resolution 6 is a special resolution and therefore requires approval of 75% of the votes cast by shareholders present and eligible to vote (in person, by proxy, by attorney or, in the case of a corporate shareholder, by a corporate representative).

SPECIFIC INFORMATION REQUIRED BY ASX LISTING RULE 7.3A

Pursuant to and in accordance with ASX Listing Rule 7.3A, information is provided in relation to the approval of the 10% Placement Facility as follows:

- Any equity security issued will be issued at an issue price of not less than 75% of the VWAP for the Company's equity securities over the 15 trading days immediately before:
 - (i) the date on which the price at which the relevant equity securities are to be issued is agreed by the Company and the recipient of the relevant equity securities; or
 - (ii) if the equity securities are not issued within 10 trading days of the date in paragraph (i) above, the date on which the equity securities are issued.
- If Resolution 6 is approved by the Shareholders and the Company issues equity securities under the 10% Placement Facility, the existing Shareholders' voting power in the Company would be diluted as shown in the below table. There is a risk that:

- (i) the market price for the Company's equity securities may be significantly lower on the date of the issue of the equity securities than on the date of the Meeting; and
- (ii) the equity securities may be issued at a price that is at a discount to the market price for the Company's equity securities on the issue date,

which may have an effect on the quantum of funds raised by the issue of the equity securities.

The table below shows the dilution of existing shareholders on the basis of the current market price of the Company's ordinary shares and the current number of ordinary securities for variable "A" calculated in accordance with the formula in ASX Listing Rule 7.1A.2 as at the date of the Notice. The table also shows:

- Two examples where variable "A" has increased by 50% and 100%. Variable "A" is based on the number of ordinary shares the Company has on issue. The number of ordinary shares on issue may increase as a result of issues of ordinary shares that do not require shareholder approval (for example, a pro-rata entitlements issue or scrip issued under a takeover offer) or future specific placements under ASX Listing Rule 7.1 that are approved at a future shareholders' meeting.
- Two examples of where the price of ordinary shares has decreased by 50% and increased by 50% as against the current market price (being \$0.195 (19.5 cents), the closing price of the Company's ordinary shares at close of trading on 7 April 2021).

Variable "A" in ASX Listing Rule 7.1A.2		Dilution		
		\$0.0975 50% decrease in Deemed Price	\$0.195 Deemed Price	\$0.2925 50% Increase in Deemed Price
Current Variable A 579,948,990 Shares	10% Voting Dilution	57,994,899 shares	57,994,899 shares	57,994,899 shares
	Funds raised	\$5,654,502	\$11,309,005	\$16,963,507
50% increase in current Variable A 869,923,485 shares	10% Voting Dilution	86,923,485 shares	86,923,485 shares	86,923,485 shares
	Funds raised	\$8,475,039	\$16,950,007	\$25,425,119
100% increase in current Variable A 1,159,897,980 shares	10% Voting Dilution	115,989,798 shares	115,989,798 shares	115,989,798 shares
	Funds raised	\$11,309,005	\$22,618,010	\$33,927,015

The table above has been prepared on the following assumptions:

- *The Company issues the maximum securities available under the ASX Listing Rule 7.1A being 10% of the Company's shares on issue at the date of the Meeting.*
- *No convertible securities are converted into fully paid ordinary securities before the date of the issue of securities under ASX Listing Rule 7.1A.*

- *The table does not demonstrate an example of dilution that may be caused to a particular Shareholder by reason of placements under ASX Listing Rule 7.1A, based on that shareholder's holding at the date of the Meeting.*
- *The table only demonstrates the effect of issues of securities under ASX Listing Rule 7.1A. It does not consider placements made under ASX Listing Rule 7.1.*
- *The deemed price in the table is indicative only and does not consider the maximum 25% discount to market that the securities may be placed at under ASX Listing Rule 7.1A.*

The Company may issue the equity securities for cash consideration only. In such circumstances, the Company intends to use the funds raised (if any) towards developing its existing business and any acquired business, or to fund new projects or business opportunities and/or for general working capital.

The Company will comply with the disclosure obligations under ASX Listing Rules 7.1A.4 upon issue of any equity securities under the 10% Placement Facility.

The Company's allocation policy is dependent on the prevailing market conditions at the time of any proposed issue pursuant to the 10% Placement Facility. The identity of the allottees of equity securities will be determined on a case-by-case basis having regard to factors including but not limited to the following:

- the methods of raising funds that are available to the Company, including but not limited to, rights issue or other issue in which existing security holders can participate;
- the effect of the issue of the equity securities on the control of the Company;
- the financial situation and solvency of the Company; and
- advice from corporate, financial and broking advisers (if applicable).

Due to the forward-looking nature of the approval, the allottees under the 10% Placement Facility have not been determined as at the date of the Notice but may include existing shareholders and/or new shareholders who are not related parties or associates of a related party of the Company.

Further, if the Company were to pursue an acquisition and were it to be successful in acquiring new assets or investments, it is possible that the allottees under the 10% Placement Facility will be the vendors of the new assets or investments (provided that the quoted securities were issued for cash consideration).

The Company did not obtain shareholder approval under ASX Listing Rule 7.1A at its 2019 AGM and accordingly no equity securities were issued under the 10% Placement Facility during the 12-month period preceding the proposed date of the Meeting.

As at the date of that Notice, the Company has not approached any particular existing shareholder or security holder or an identifiable class of existing security holder to participate in the issue of the equity securities. Accordingly, no voting exclusion applies to this Resolution 6 and no existing shareholder's votes will therefore be excluded.

Directors' Recommendation

The Board recommends that Shareholders vote **FOR** Resolution 6.

Section C - Glossary

Definitions

The following definitions are used in the Notice of Meeting and the Explanatory Memorandum:

10% Placement Facility has the meaning defined in the Explanatory Memorandum for Resolution 6.

10% Placement Period has the meaning defined in the Explanatory Memorandum for Resolution 6.

Associate has the meaning given to that term in the ASX Listing Rules.

Annual General Meeting means the annual general meeting of the Company to be held on Wednesday, 26 May 2021 pursuant to the Notice of Meeting.

ASX means ASX Limited ACN 008 624 691.

ASX Listing Rules means the official listing rules issued and enforced by the ASX as amended from time to time.

Board or **Board of Directors** means the board of Directors of Dropsuite.

Business Day means a day which is not a Saturday, Sunday or public holiday in Sydney or Melbourne.

Chairman means the person chairing the Annual General Meeting.

Company or **Dropsuite** means Dropsuite Limited ABN 91 008 021 118.

Constitution means the constitution of the Company, as amended from time to time.

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

Director means a director of the Company.

Equity Securities has the meaning set out in the ASX Listing Rules.

Eligible Person means:

- (a) A full-time or permanent or part-time employee of the Company or any Subsidiary;
- (b) a director or secretary of the Company or any Subsidiary;
- (c) a contractor who is engaged by the Company or any Subsidiary; or
- (d) any other person who is determined by the Board to be an Eligible Person for the purposes of the Plan.

Explanatory Memorandum means the explanatory memorandum set out in Section B of this document.

Holder means the holder of a Performance Right.

Key Management Personnel means those persons having authority and responsibility for planning, directing and controlling the activities of the Company, directly or indirectly, including any Director (whether executive or otherwise) of the Company.

Listing Rules means the Listing Rules of the ASX as amended from time to time.

Notice of Meeting or **Notice** means the notice of Annual General Meeting set out in Section A of this document.

Offeror has the meaning defined in the Explanatory Memorandum for Resolution 3.

Performance Condition means in relation to each Performance Right, one or more conditions which must be satisfied or circumstances which must exist before a Performance Right can be exercised.

Performance Right means an entitlement to a Share subject to satisfaction of Performance Conditions and the corresponding obligation of the Company to provide the Share, pursuant to a binding contract made by the Company and an Eligible Person in the manner set out in the Rules.

Plan means the Dropsuite 2020-2022 Performance Rights Plan.

Prescribed Resolution has the meaning defined in the Explanatory Memorandum for Resolution 3.

Proportional Bid Provisions has the meaning defined in the Explanatory Memorandum for Resolution 3.

Related Party has the meaning given to that term in the Corporations Act.

Replacement Constitution means the constitution proposed for adoption by the Company the subject of Resolution 3.

Resolution means a resolution passed by the requisite majority of members of the Company on a show of hands or by the requisite majority of votes given on a poll.

Rules means the terms and conditions of the Plan, as amended from time to time.

Security Interest means any mortgage, pledge, charge, lien, encumbrance, assignment, security, interest, preferential right, set-off or any other security arrangement.

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

Shareholder means a holder of a Share.

Special Resolution means a resolution passed by a 75% majority of members of the Company on a show of hands or by the requisite 75% majority of votes given on a poll.

Subsidiary has the meaning given to that term in the Corporations Act.

Section D – Plan Rules Summary

SUMMARY OF TERMS

The following is a summary of the key terms of the Plan.

Aspect	Details
Purpose	<p>The Plan provides the opportunity for Eligible Persons to acquire Performance Rights which will convert into Shares subject to the occurrence of a specified Performance Condition prior to a set expiry date and thereby:</p> <ul style="list-style-type: none">(a) attract quality Eligible Persons to the Company;(b) motivate and retain Eligible Persons of the Company;(c) create commonality of purpose between the Eligible Persons and the Company;(d) add wealth to all Shareholders by motivating the Eligible Persons; and(e) enable the Eligible Persons to share the rewards of the success of the Company.
Eligibility	<p>Eligible Persons (see the definition in the Glossary in Section C of this Explanatory Memorandum). Directors and other related parties may only participate in the Plan if prior shareholder approval is obtained in accordance with the ASX Listing Rules.</p>
Terms & Conditions	<p>The Performance Rights granted to an Eligible Person are subject to the Terms and Conditions.</p> <p>The Terms and Conditions includes terms in relation to eligibility, consideration, Performance Conditions and vesting period, exercise of Performance Rights, lapsing of Performance Right, information requirements, transfer of rights, security interests, dividend and voting rights, adjustment for rights issue, adjustment for bonus issue and adjustment for reconstruction.</p> <p>The Board has the power to amend or vary the Terms and Conditions for each offer made to an Eligible Person provided the Terms and Conditions comply with the Rules and all laws (including the Corporations Act and, as applicable, the ASX Listing Rules).</p>
Number of Performance Rights	<p>The number of Performance Rights to be offered to an Eligible Person will be at the discretion of the Board and shall not exceed 28,997,449. It is intended that the number of Performance Rights to be granted will be determined annually with regard to the Eligible Person's base remuneration package, relevant market practices and the relevant policies of the Company regarding their remuneration. The participation of any Director or other related party in the Plan is conditional upon the satisfaction of all regulatory requirements.</p>
Vesting	<p>Performance Rights to vest upon the satisfaction of a Performance Condition by the Expiry Date and once vested, the relevant percentage of Performance Rights will be converted into Shares. The Company will apply for official quotation of any</p>

	Shares issued upon conversion of Performance Rights issued under the Plan, in accordance with the ASX Listing Rules, and those issued shares will rank equally in all respects with the Shares.
Issue Price and Exercise Price	The issue and exercise price of the Performance Rights is nil.
Conversion ratio	When vested, each Performance Right will be converted into one (1) Share. If the Company is admitted to the official list of ASX at the time of conversion, the Company will apply for quotation for all Shares arising from a conversion of Performance Rights.
Vested/Lapse/ Communication	The Board determines if a Performance Condition is satisfied prior to the relevant Expiry Date and if vested, shall notify the Holder in writing that the Performance Rights have vested. If the Performance Condition is not satisfied by the Expiry Date thus the Performance Rights have lapsed, then the Board shall notify the Holder.
Rights of Holders	Performance Rights are personal and non-transferrable. The Holder has no legal or equitable interest in a Share by virtue of acquiring a Performance Right. Performance Rights are unquoted. Holders are not entitled to vote or receive any dividends paid by the Company nor can they participate in any new issues of capital offered to Shareholders during the currency of the Performance Rights. Holders are prohibited from granting a Security Interest over the Performance Rights.
Ceasing to be an Eligible Person	<p>If employment ceases before a Performance Condition has been satisfied, the Performance Rights subject to that Performance Condition lapses. Subject to the discretion of the Board, the foregoing does not apply in the following circumstances:</p> <ul style="list-style-type: none"> (a) The minimum period of employment in a Performance Condition has been met; and (b) The Eligible Person's employment ceased due to death, disability, bona fide redundancy, bona fide retirement or other reason with the Board's approval.
Takeover/Major corporate transaction	In the event of a takeover or other major corporate transaction, the Board has the discretion whether to convert Performance Rights into Shares provided that, in the case of a change of control, the Board may only determine the Performance Rights convert to Shares if that change of control is triggered by a person who does not control the Company at the time the Performance Rights are issued achieving control of more than 50% of the ordinary voting securities of the Company.
Equity reconstruction	In the event of any reconstruction (including consolidation, subdivision, reduction or return) of the issued capital of the Company, the number of Performance Rights shall be reconstructed (as appropriate) in accordance with the ASX Listing Rules (applying at that time) and in a manner which will not result in any additional benefits being conferred on a Holder which is not conferred on holders of Shares, but in all other respects the terms of conversion will remain unchanged.

Fraud, Misconduct etc.	Gross	In the event that the Board forms the opinion that a Holder has acted fraudulently or dishonestly or has breached his or her obligations to the Company, the Board may, among other things: (a) lapse any unvested Performance Rights of the Holder; (b) forfeit any vested Performance Rights; or (c) where Performance Rights have converted to Shares and those Shares sold, require the Holder to pay all or part of the net proceeds of the sale to the Company.
ASIC Class Order CO 14/1000		the Company relies on ASIC order for relief allow a public company to issue shares without a prospectus, under certain circumstances, including compliant employee equity plans.

Section E – Terms of performance rights

Tranche	Performance Condition	Expiry Date
250,000 (25% of total Performance Rights Granted)	<p>To be employed until 31 August 2021(Hurdle 1a).</p> <p><i>IF Hurdle 1a is met THEN</i></p> <p>Share price to achieve a volume weighted average price of at least AUD\$0.14 for a minimum of a thirty (30) day period (Hurdle 1b), provided that Hurdle 1a has been achieved.</p> <p>Allocation Date: no later than 45 days after Hurdles 1a and 1b are achieved.</p>	31 August 2024, with a further 12 months grace period at the discretion of the Board.
350,000 (35% of total Performance Rights Granted)	<p>To be employed until 31 August 2022 (Hurdle 2a).</p> <p><i>IF Hurdle 2a is met THEN</i></p> <p>Share price to achieve a volume weighted average price of at least AUD\$0.18 for a minimum of a thirty (30) day period (Hurdle 2b),</p> <p>provided that Hurdle 2a has been achieved.</p> <p>Allocation Date: no later than 45 days after Hurdles 2a and 2b are achieved.</p>	31 August 2024, with a further plus 12 months grace period at the discretion of the Board.
400,000 (40% of total Performance Rights Granted)	<p>To be employed until 31 August 2023 (Hurdle 3a).</p> <p><i>IF Hurdle 3a is met THEN</i></p> <p>Share price to achieve a volume weighted average price of at least AUD\$0.22 for a minimum of a thirty (30) day period (Hurdle 3b)</p> <p>Allocation Date: no later than 45 days after Hurdles 3a and 3b are achieved.</p>	31 August 2024, with a further 12 months grace period at the discretion of the Board.
1,000,000 (total number of Performance Rights under Resolution 5)		

Other key terms and conditions of the Plan and Performance Rights

- Limitations: Performance Rights are personal and non-transferrable. Holders have no legal or equitable interest in a Share by virtue of acquiring a Performance Right. Performance Rights are unquoted. Holders of Performance Rights are not entitled to vote (except as otherwise required by law) or receive any dividend(s) paid by the Company. Performance Rights do not confer upon the holder any right to a return of capital (whether in a winding up, upon a reduction of capital or otherwise) or any right to participate in surplus profit or assets upon winding up of the Company.
- Ceasing to be an eligible person: If employment ceases before a Performance Condition has been satisfied, the Performance Rights subject to that Performance Condition lapse (subject to 'good leaver' provision).
- Conversion ratio: when vested, each Performance Right would be converted into one Share. The Company will apply for quotation for all converted Shares.
- Vested / Lapse / Communication: the Board determines if the Performance Conditions is satisfied prior to the relevant Expiry Date and if, shall notify the holder in writing that the Performance Rights have vested (**Vested Performance Rights**).
- Takeover / major corporate transaction: in the event of a takeover (or other major corporate transaction) the Board have the discretion whether to convert Performance Rights into Shares provided that, in the case of a change of control, the Board may only to determine the Performance Rights convert to Shares if that change of control is triggered by a person who does not control the Company at the time the Performance Rights are issued achieving control of more than 50% of the ordinary voting securities of the Company.
- Equity reconstruction: in the event of any reconstruction (including consolidation, sub-division, reduction or return) of the issued capital of the Company, the number of Performance Rights shall be reconstructed (as appropriate) in accordance the ASX listing rules (applying at that time) and in manner which will not result in any additional benefits being conferred on a holder of a Performance Right which is not conferred on holder of Shares, but in all other respects the terms of conversion will remain unchanged.
- Participation in new issues: Performance Rights do not confer upon the holder any right to participate in new issues of securities such as bonus issues or entitlement issues.
- Applicable law: the terms of the Performance Rights are subject to and conditional upon applicable law including the Corporations Act and, while the Company is listed, the ASX Listing Rules.

Section F – Replacement Constitution

Corporations Act 2001

CONSTITUTION
of
DROPSUITE LIMITED

ACN 008 021 118

A COMPANY LIMITED BY SHARES

ADOPTED BY SHAREHOLDERS: 2021

CONSTITUTION OF
DROPSUITE LIMITED
[ACN 008 021 118]
("THE COMPANY")

INDEX

Contents	Page No.
PRELIMINARY	1
1. INTRODUCTION	1
2. DEFINITIONS	1
3. INTERPRETATION	2
ASX LISTING RULES.....	3
4. LISTING RULES.....	3
SHARES	4
5. ISSUE OF SHARES	4
6. RIGHTS	4
7. VARIATION OF CLASS RIGHTS.....	5
8. COMMISSION AND BROKERAGE	5
9. BENEFICIAL OWNERSHIP OF SHARES	5
10. JOINT HOLDERS	5
11. SHARE CERTIFICATES	6
12. SALE OF NON-MARKETABLE PARCELS	7
CALLS	8
13. GENERAL	8
14. INSTALMENTS AND AMOUNTS WHICH BECOME PAYABLE	9
15. INTEREST AND EXPENSES	9
16. RECOVERY OF AMOUNTS DUE.....	9
17. DIFFERENTIATION	9
18. PAYMENT OF CALLS IN ADVANCE	9
LIEN AND FORFEITURE	10
19. LIEN	10
20. LIEN SALE	11
21. FORFEITURE NOTICE.....	11
22. FORFEITURE.....	11
23. LIABILITY OF FORMER MEMBER	12
24. DISPOSAL OF FORFEITED SHARES	12
TRANSFER OF SHARES.....	12
25. GENERAL	12
26. TRANSFER PROCEDURE	13
27. RIGHT TO REFUSE REGISTRATION.....	14
28. PROPORTIONAL TAKEOVER BIDS.....	14
TRANSMISSION OF SHARES	16
29. TITLE & TRANSMISSION ON DEATH	16
CHANGES TO SHARE CAPITAL	17
30. CONSOLIDATION, SUBDIVISION OR ENTITLEMENT ON PRO-RATA ISSUE	17
GENERAL MEETINGS	17
31. CONVENING	17
32. NOTICE	17

33.	BUSINESS.....	17
PROCEEDINGS AT GENERAL MEETINGS.....		18
34.	MEMBER.....	18
35.	QUORUM.....	18
36.	CHAIRPERSON	19
37.	GENERAL CONDUCT	19
38.	ADJOURNMENT.....	19
39.	DECISIONS	20
40.	TAKING A POLL	20
41.	CASTING VOTE OF CHAIRPERSON	21
42.	OFFENSIVE MATERIAL	21
43.	AUDITOR'S RIGHT TO BE HEARD	21
VOTES OF MEMBERS.....		21
44.	ENTITLEMENT TO VOTE.....	21
45.	UNPAID CALLS	22
46.	JOINT HOLDERS	22
47.	OBJECTIONS AND LISTING RULES	22
48.	VOTES BY PROXY.....	23
49.	INSTRUMENT APPOINTING PROXY.....	23
50.	PROXY IN BLANK.....	24
51.	LODGEMENT OF PROXY.....	24
52.	VALIDITY	24
53.	REPRESENTATIVES OF CORPORATIONS.....	24
APPOINTMENT AND REMOVAL OF DIRECTORS		25
54.	NUMBER OF DIRECTORS.....	25
55.	QUALIFICATION	25
56.	POWER TO REMOVE AND APPOINT.....	25
57.	ADDITIONAL AND CASUAL DIRECTORS.....	25
58.	FILLING VACATED OFFICE	26
59.	RETIREMENT BY ROTATION	26
60.	NOMINATION OF DIRECTOR.....	26
61.	VACATION OF OFFICE	27
REMUNERATION OF DIRECTORS		27
62.	REMUNERATION OF NON-EXECUTIVE DIRECTORS	27
63.	REMUNERATION OF EXECUTIVE DIRECTORS.....	28
64.	POWERS AND DUTIES OF DIRECTORS.....	28
PROCEEDINGS OF DIRECTORS		28
65.	DIRECTORS' MEETINGS.....	28
66.	DECISIONS	29
67.	DIRECTORS' INTERESTS	29
68.	ALTERNATE DIRECTORS.....	30
69.	REMAINING DIRECTORS	30
70.	CHAIRPERSON	30
71.	DIRECTORS' COMMITTEES.....	31
72.	WRITTEN RESOLUTIONS	31
73.	VALIDITY OF ACTS OF DIRECTORS.....	31
74.	MINUTES	32
EXECUTIVE DIRECTORS		32
75.	APPOINTMENT	32
76.	POWERS OF EXECUTIVE DIRECTORS.....	32
SECRETARY		33
77.	SECRETARY	33
INSURANCE AND INDEMNITY OF APPLICABLE PERSONS.....		33

78.	APPLICABLE PERSONS	33
79.	INSURANCE	33
80.	INDEMNITY.....	33
81.	LOAN TO AN APPLICABLE PERSON	34
82.	MEANING OF PROCEEDINGS	34
SEAL		34
83.	COMMON SEAL	34
84.	DUPLICATE SEAL	35
85.	CERTIFICATE SEAL.....	35
POWERS OF ATTORNEY		35
86.	POWERS OF ATTORNEY	35
INSPECTION OF RECORDS		36
87.	TIMES FOR INSPECTION.....	36
DIVIDENDS, RESERVES AND DISTRIBUTIONS		36
88.	POWER TO PAY AND TO FIX TIME ETC. FOR PAYMENT OF DIVIDENDS	36
89.	AMEND RESOLUTION TO PAY DIVIDEND	36
90.	NO INTEREST	36
91.	RESERVES	36
92.	DIVIDEND ENTITLEMENT	36
93.	RESTRICTED SECURITIES	37
94.	DEDUCTIONS FROM DIVIDENDS.....	37
95.	DISTRIBUTIONS OF ASSETS	37
96.	PAYMENT	38
97.	ELECTION TO REINVEST DIVIDEND	38
98.	ELECTION TO ACCEPT SHARES IN LIEU OF DIVIDEND	39
99.	UNCLAIMED DIVIDENDS.....	39
100.	CAPITALISATION OF PROFITS.....	39
NOTICES.....		40
101.	SERVICE OF NOTICES	40
102.	PERSONS ENTITLED TO NOTICE	41
AUDIT AND FINANCIAL RECORDS		41
103.	COMPANY TO KEEP FINANCIAL RECORDS.....	41
WINDING UP		42
104.	WINDING UP.....	42

CORPORATIONS ACT 2001

**COMPANY LIMITED BY SHARES
CONSTITUTION OF**

**DROPSUITE LIMITED
[ACN 008 021 118]
("THE COMPANY")**

PRELIMINARY

1. INTRODUCTION

The Company is a public company limited by shares.

The replaceable rules contained in the Corporations Act do not apply to the Company.

2. DEFINITIONS

In this Constitution:

"Act" means the *Corporations Act* as amended from time to time and includes a reference to the Corporations Regulations;

"Alternate Director" means a person appointed as an alternate director under Article 68;

"ASX" means ASX Limited [ABN 98 008 624 691];

"Auditor" means the Company's auditor;

"Board" means the Directors for the time being of the Company or those of them who are present at a meeting at which there is a quorum;

"Business Day" means a day which is a business day for the purposes of the Listing Rules;

"Company" means Dropsuite Limited [ACN 008 021 118] and shall be taken to mean the same entity by whatever name from time to time it may be called;

"Constitution" means the constitution of the Company as amended from time to time;

"CS Facility" has the same meaning as prescribed CS Facility in the Act;

"CS Facility Operator" means the operator of a CS Facility;

"Director" means a person appointed to and acting in the position of a director of the Company;

"Directors" means all or some of the Directors acting as a Board;

"Listed Period" means that period of time during which the Company is admitted to the Official List of the ASX;

"Listing Rules" means the Listing Rules of ASX and any other rules of ASX which are applicable during the Listed Period, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX;

"Managing Director" means a Director appointed as Managing Director under Article 75(1)(a);

"Marketable Parcel" has the same meaning as in the Operating Rules;

"Member" means a person whose name is entered for the time being on the Register as the holder of one (1) or more Shares;

"Non-Marketable Parcel" means a parcel of securities which is less than a Marketable Parcel;

"Office" means the Company's registered office;

"Operating Rules" means the operating rules of a CS Facility regulating the settlement, clearing and registration of uncertificated shares as amended, varied or waived (whether in respect of the Company or generally) from time to time which shall only apply to the Company during the Listed Period;

"Register" means the register of Members of the Company;

"Registered Address" means the address of a Member specified on a transfer or any other address of which the Member notifies the Company as a place at which the Member is willing to accept service of notices;

"Representative" means a person appointed by a Member to act as its representative under Article 53(1) or under Section 250D of the Act;

"Restricted Securities" has the same meaning as in the Listing Rules;

"Seal" means the common seal of the Company (if any);

"Secretary" means any person appointed by the Directors to perform any of the duties of a secretary of the Company and if there are joint secretaries, any one (1) or more of such joint secretaries;

"Securities" includes shares, rights to shares, options to acquire shares and other securities with rights of conversion to equity and debentures, debenture stock, notes and other obligations of the Company;

"Shares" means shares in the share capital of the Company;

"Special Resolution" means a resolution of at least 75% of the votes validly cast on the resolution (by number of votes) being in favour of the resolution. Any resolution not expressed as a Special Resolution or that is not required under the Act, the Listing Rules and applicable law to be passed by Special Resolution, is a resolution able to be passed by a majority of votes validly cast on that resolution.

"Uncertificated Holding" means a holding of Shares which is not held on any certificated sub-register maintained by or on behalf of the Company; and

3. INTERPRETATION

(1) In this Constitution, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa and words importing a gender include other genders;
- (b) a reference to:
 - (i) an Article or schedule is to an Article or schedule of this Constitution;
 - (ii) person and words importing persons include partnerships, associations and corporations, unincorporated and incorporated by Ordinance, act of Parliament or registration as well as individuals;
 - (iii) legislation, or a provision of legislation, include any consolidation, amendment, re-enactment, substitution or replacement of or for it, and refers also to any regulation or statutory instrument issued or delegated legislation made under it;

- (iv) “writing” and “written” includes printing, typing, lithography, facsimile and other modes of reproducing words in a visible form;
 - (c) words and expressions defined in the Act have the same meaning in this Constitution;
 - (d) if a word or expression is given a defined meaning in this Constitution, any other part of speech or grammatical form of that word or expression have a corresponding meaning;
 - (e) “includes” in any form is not a word of limitation;
 - (f) a reference to a meeting does not require two or more persons to be present in the same physical location, and includes meetings held or to be held at two or more venues or solely by audio, video and/or other communications technology without a physical venue (if able and/or permitted by law to be so held) using any form of technology that gives the Members (or such of them as are entitled to attend the meeting) a reasonable opportunity to participate; and
 - (f) headings are for ease of reference only and do not affect the construction of this Constitution.
- (2) Unless the contrary intention appears in this Constitution, an expression in an Article of this Constitution has the same meaning as in a provision of the Act which deals with the same matter as the Article.
- (3) For the purposes of this Constitution and only during the Listed Period, if the provisions of:
- (a) the Act and the Listing Rules; or
 - (b) the Act and the Operating Rules,
- conflict on the same matter, the provisions of the Act prevail.

ASX LISTING RULES

4. LISTING RULES

During the Listed Period, the following provisions shall apply:

- (1) notwithstanding anything contained in this Constitution, if the Listing Rules prohibit an act being done, the act shall not be done;
- (2) nothing contained in this Constitution prevents an act being done that the Listing Rules require to be done;
- (3) if the Listing Rules require an act to be done or not to be done, authority is given for that to be done or not to be done (as the case may be);
- (4) if the Listing Rules require this Constitution to contain a provision and it does not contain such a provision, this Constitution is deemed to contain that provision;
- (5) if the Listing Rules require this Constitution not to contain a provision and it contains such a provision, this Constitution is deemed not to contain that provision; and
- (6) if any provision of this Constitution is or becomes inconsistent with the Listing Rules, this Constitution is deemed not to contain that provision to the extent of the inconsistency.

SHARES

5. ISSUE OF SHARES

- (1) Subject to the Act, the Listing Rules (during the Listed Period) and this Constitution, and without affecting any special rights conferred on the holders of any shares, any shares or other securities may be issued with preferred, deferred or other special rights, obligations or restrictions, whether in regard to dividends, voting, return of share capital, payment of calls or otherwise, as the Board may determine and on any terms the Board considers appropriate.
- (2) Subject to the Act, any preference shares may, with the sanction of a resolution, be issued on the terms that they are, or at the option of the Company are liable, to be redeemed.
- (3) Without limiting the foregoing, subject to the Act, the Listing Rules (during the Listed Period) and the general law, the Directors may:
 - (a) establish one or more Employee Share Schemes;
 - (b) establish one or more schemes or plans (known by any name or description) providing for the acquisition or receipt of other securities or of rights or benefits attributable or calculated in a manner consistent with or representative of having acquired, received or held Shares or other securities;
 - (c) A scheme or plan (including an Employee Share Scheme) established under Article 5(3)(a) or 5(3)(b) shall have such terms as the Directors think fit, and in each case may permit participation by any officer (including but not only any Director) of the Company or a related body corporate or a relative of an officer or an entity in which the officer or relative of an officer has an interest (subject to the Act and the Listing Rules (during the Listed Period));
 - (d) notwithstanding any provision of such scheme or plan (including an Employee Share Scheme) established under Article 5(3)(a) or 5(3)(b), vary, suspend or terminate any plan or scheme established under Article 5(3)(a) or 5(3)(b);
 - (e) give financial assistance in connection with the acquisition of Shares or other securities of the Company or of a related body corporate under any plan or scheme established under Article 5(3)(a) or 5(3)(b) in any manner permitted by the Act the Listing Rules (during the Listed Period) and the general law; and
 - (f) take security over its own securities in connection with the acquisition of Shares or other securities of the Company under any plan or scheme established under Article 5(3)(a) or 5(3)(b) in any manner permitted by the Act, the ASX Listing Rules (during the Listed Period) and the general law.

6. RIGHTS

Subject to Articles 5, 7 and 93, the Act and the Listing Rules (during the Listed Period) this Constitution and the terms of issue of Shares, all Shares entitle the holders thereof:

- (1) to receive notice of and to attend and vote at all general meetings of the Company;
- (2) to receive dividends; and
- (3) in a winding up to participate equally in the distribution of the assets of the Company (both capital and surplus), subject only to any amounts unpaid on the Share.

7. VARIATION OF CLASS RIGHTS

- (1) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied or cancelled:
 - (a) with the consent in writing of the holders of the issued shares of that class whose rights are proposed to be varied or cancelled who are entitled to at least 75% of the votes that may be cast in respect of the shares of that class; or
 - (b) by a Special Resolution passed at a separate meeting of the holders of the shares of that class whose rights proposed to be varied or cancelled.
- (2) The provisions of this Constitution relating to meetings of the Company's Members (with the necessary changes) apply to a meeting held under Article 7(1).
- (3) The rights conferred on the holders of the shares of any class (the "Existing Shares") are not deemed to be varied by the creation or issue of further shares which confer rights that rank equally with the Existing Shares unless otherwise:
 - (a) expressly provided by the terms of issue of the Existing Shares; or
 - (b) required by the Act.

8. COMMISSION AND BROKERAGE

- (1) The Company may pay brokerage or commission to a person in respect of that person or another person agreeing to take up shares in the Company.
- (2) Payments of brokerage or commission may include any or all of:
 - (a) the payment of cash; or
 - (b) the issue of Shares; or
 - (c) the grant of options or other rights convertible to Shares; or
 - (d) the issue of debentures; or
 - (e) a combination of any of the above methods.

9. BENEFICIAL OWNERSHIP OF SHARES

Except as required by law, the Operating Rules or as otherwise provided by this Constitution:

- (1) the Company shall not recognise any person as holding a Share on any trust; and
- (2) the Company is not bound by or compelled in any way to recognise (whether or not it has notice of the interest or rights concerned) any equitable, contingent, future or partial interest or any other right in respect of any Share or any other rights in respect of a Share except an absolute right of ownership in the registered holder.

10. JOINT HOLDERS

If two (2) or more persons are registered as the holders of any Shares, they are considered to hold the Shares as joint tenants with benefit of survivorship subject to the following provisions:

- (1) the Company is not bound to register more than three (3) persons as the holders of the shares (except in the case of personal representatives of a deceased Member);

- (2) the joint holders of the shares are liable severally as well as jointly in respect of all payments which ought to be made in respect of the shares;
- (3) on the death of any one (1) of the joint holders, the survivor is the only person recognised by the Company as having any title to the shares but the Board may require evidence of death and the estate of the deceased joint holder is not released from any liability in respect of the shares;
- (4) any one (1) of the joint holders may give a receipt for any dividend, bonus or return of capital payable to the joint holders;
- (5) the person whose name appears first on the Register is the only joint holder entitled to receive notices from the Company and any notice given to that person is considered to be notice to all the joint holders;
- (6) the person whose name appears first on the Register is the only joint holder entitled to delivery of any certificate relating to the shares from the Company; and
- (7) any one (1) of the joint holder may vote at any meeting of the Company either personally or by properly authorised representative, proxy or attorney, in respect of the shares as if that joint holder was solely entitled to the shares. If more than one (1) of the joint holders are present personally or by properly authorised representative, proxy or attorney, on the vote of the joint holder whose name appears first in the Register counts.

11. SHARE CERTIFICATES

- (1) The Directors may in their absolute discretion issue a certificate to a Member for Shares or other securities of the Company registered in the name of the Member.
- (2) During the Listed Period, if the Company participates, or to enable the Company to participate, in any computerised or electronic share transfer system introduced by or acceptable to ASX, the Directors may:
 - (a) provide that Shares may be held in certificated or uncertificated form and make any provision they think fit, including for the issue or cancellation of certificates, to enable Members to hold Shares in uncertificated form and to convert between certificated and uncertificated holdings;
 - (b) provide that some or all Members are not to be entitled to receive a share certificate in respect of some or all of the shares which the Members hold in the Company.
- (3) Subject to Article 11(4), the Directors may in their absolute discretion elect whether to maintain a certificated subregister for any class of Shares.
- (4) The Directors will maintain a subregister for any Restricted Securities.
- (5) Subject to the Listing Rules (during the Listed Period only) and the Operating Rules (if the Company is bound by those Operating Rules), Shares may be held on any subregister maintained by or on behalf of the Company.
- (6) Subject to the Listing Rules (during the Listed Period only) and the Operating Rules (if the Company is bound by those Operating Rules), the Directors may (and must if the Company is listed) order lost, worn out or defaced certificates to be cancelled and, if necessary (unless the securities are held as an uncertified holding), replaced by new certificates.
- (7) The Company must comply with the Act, and with the Listing Rules (during the Listed Period) and the Operating Rules (if the Company is bound by those Operating Rules), in issuing certificates, statements of holdings or other documents.
- (7) Despite any other provision in this Constitution, the Board must do all things it considers necessary, required or authorised by the law, the Listing Rules (during the Listed Period)

and/or the Operating Rules (if the Company is bound by those Operating Rules) in connection with any computerised or electronic share transfer system.

12. SALE OF NON-MARKETABLE PARCELS

- (1) Subject to Article 12(4) and during the Listed Period, a Member must not hold less than a Marketable Parcel of shares in the Company unless exempted from this provision by the Directors.
- (2) In this Article:

"Applicable Member" means a Member holding less than a Marketable Parcel in the Company;

"Notice Date" means the date on which the Company sends to an Applicable Member notification of Company's Plan;

"Notice of Sale" means the notice sent to all Applicable Members on the Notice Date;

"Plan" means the provisions contained in this Article by which the Directors intend to sell the shares of any Applicable Member who does not wish to be exempted from the Plan;

"Specified Date" means the date upon which the Directors are entitled to offer for sale the shares held by the non-exempted Applicable Members, being a date not less than six (6) weeks after the Notice Date;
- (3) If the Directors determine to invoke this Article 12, the Directors shall be required to send a Notice of Sale to all Applicable Members to advise that the Company intends to invoke the Plan on the Specified Date mentioned in the Notice of Sale and to sell the Shares registered in the name of each such Applicable Member on behalf of each such Applicable Member.
- (4) If an Applicable Member does not wish to have its Shares sold in accordance with this Article 12, they must advise in writing delivered to the Office prior to the Specified Date that:
 - (a) the Applicable Member wishes to be exempted from the provisions of this Article; or
 - (b) the Applicable Member has purchased sufficient additional shares in the capital of the Company so as to increase its holding to least a Marketable Parcel.
- (5) If an Applicable Member has given written notice to the Company that it wishes its shares to be exempted from the Plan, the Applicable Member may at any time revoke or withdraw that notice and the provisions of this Article 12 shall apply thereafter to that Member.
- (6) If an Applicable Member does not advise the Company by the Specified Date that the provisions of this Article 12 are not to apply to the Shares registered in the name of the Applicable Member referred to in the Notice of Sale, any of those Shares may be sold by the Company.
- (7) Any Shares which may be sold pursuant to this Article may be sold on the terms, in the manner and at the time determined by the Directors (which may include by being bought back by the Company) and for the purposes of a sale pursuant to this Article each Applicable Member:
 - (a) appoints the Company as the Applicable Member's agent for the sale of the Shares held by the Applicable Member;
 - (b) authorises the Company to effect on behalf of the Applicable Member a transfer of the Shares sold;
 - (c) appoints the Company and its Directors jointly and severally as the attorneys for, in the name and on behalf of the Applicable Member, to execute any instrument or take any other steps as they or any of them may consider appropriate to transfer the Shares sold.

- (8) The title of the transferee to Shares acquired pursuant to this Article 12 is not affected by any irregularity or invalidity in connection with the sale of Shares to the transferee.
- (9) The proceeds of any sale of Shares pursuant to this Article 12 less any unpaid calls and interest ("Sale Consideration") will be paid to the relevant Applicable Member or as that Applicable Member may direct.
- (10) The Sale Consideration received by the Company in respect of all Shares sold pursuant to this Article 12 (or payable by the Company in the case of the Shares being bought back by the Company under this Article) will be paid into a bank account opened and maintained by the Company for the purposes of this Article 12.
- (11) The Company will hold the Sale Consideration in trust for the Applicable Member whose Shares are sold or bought back pursuant to this Article 12 and will forthwith notify the Applicable Member in writing that the Sale Consideration in respect of the Applicable Member's Shares has been received by the Company and is being held by the Company pending instructions from the Applicable Member as to how it is to be dealt with. Unless the Applicable Member has waived any entitlement it may have to a share certificate or certificates, the Member's instruction, to be effective, must be accompanied by the share certificate or certificates to which the Sale Consideration relates or, if the certificate or certificates has or have been lost or destroyed, by a statement and undertaking.
- (12) Subject to the Act, the Company will bear all stamp duty, brokerage and government taxes and charges (except for tax on income or capital gains of the Applicable Member) associated with the sale of any Shares pursuant to this Article 12.
- (13) The Plan may only be invoked once in any 12 month period after its adoption or renewal.
- (14) If the Plan has been invoked and there is an announcement of a takeover offer or takeover announcement for Shares, no more sales of Shares may be made pursuant to this Article 12 until after the close of the offers made under the takeover offer or takeover announcement. The Plan may then be invoked again.

CALLS

13. GENERAL

- (1) Subject to the Act and terms on which partly paid Shares are issued, the Directors may make calls on the Members in respect of any money unpaid on their Shares. Each Member is liable to pay the amount of each call in the manner, at the time and at the place specified by the Board. Joint holders of Shares are jointly and severally liable to pay all calls in respect of their Shares.
- (2) A call is taken to have been made when the resolution of the Directors authorising the call is passed. The call may be revoked or postponed at the discretion of the Board at any time prior to the date on which payment of the call is due. The non-receipt of a notice of any call by, or the accidental omission to give notice of any call to, any Member does not invalidate the call.
- (3) The Directors may require a call to be paid by instalments as provided in Article 14.
- (4) The Company must comply with the Act and the Listing Rules (during the Listed Period) in relation to the dispatch and content of notices to Members on whom a call is made.
- (5) A Member to whom notice of a call is given in accordance with this Article 13 must pay to the Company the amount called in accordance with the notice.

14. INSTALMENTS AND AMOUNTS WHICH BECOME PAYABLE

If:

- (1) the Directors require a call made under Article 13 to be paid by instalments; or
- (2) an amount becomes payable by the terms of issue of Shares on allotment, or at a time or in circumstances specified in the terms of issue,

then:

- (3) the amount is payable as if it were a call made by the Directors and as if they had given notice of it; and
- (4) the consequences of late payment or non-payment of the amount are the same as the consequences of late payment or non-payment of a call.

15. INTEREST AND EXPENSES

If an amount called is not paid on or before the due date, the Member liable to pay the amount must also pay:

- (1) interest on the amount from the due date to the time of actual payment at a rate determined by the Directors (not exceeding 15% per annum); and
- (2) all expenses incurred by the Company as a consequence of the non-payment,

but the Directors may by resolution waive payment of the interest and expenses in whole or in part at their discretion.

16. RECOVERY OF AMOUNTS DUE

On the hearing of any action for the recovery of money due for any call, proof that:

- (1) the name of the Member sued was, when the call was made, entered in the Register as a holder or the holder of the Shares in respect of which the call was made;
- (2) the resolution making the call is duly recorded in the Directors' minute book; and
- (3) notice of the call was given to the Member sued,

will be conclusive evidence of the debt.

17. DIFFERENTIATION

The Directors may, on the issue of Shares, differentiate between the holders as to the amount of calls to be paid and the times of payment of a call or calls.

18. PAYMENT OF CALLS IN ADVANCE

- (1) The Directors may accept from a Member the whole or part of the amount unpaid on a Share before the amount accepted has been called.
- (2) The Company may:
 - (a) pay interest on any amount accepted, until the amount is payable under a call and at a rate (not exceeding 15% per annum) agreed between the Member and the Directors; and

- (b) subject to any contract between the Company and the Member, repay all or any of the amount accepted in excess of the amount called on the Share.
- (3) Payment of an amount in advance of a call does not entitle the paying Member to any dividend, benefit or advantage, other than the payment of interest under this Article 18, to which the Member would not have been entitled if it had paid the amount when it became due.

LIEN AND FORFEITURE

19. LIEN

- (1) To the extent permitted by the Act and the Listing Rules (during the Listed Period), the Company has a first and paramount lien on each Share registered in the name of the Member and dividends payable in respect of each such Share for all money:
 - (a) due and unpaid to the Company at a fixed time, in respect of the Share;
 - (b) presently payable by a holder or the holder of the Share, or the holder's estate, to the Company in respect of the Share; or
 - (c) which the Company is required by law to pay (and has paid) in respect of the Share.
- (2) The lien extends to reasonable interest and expenses incurred because the amount is not paid.
- (3) If any law for the time being of any country, state or place imposes or purports to impose an immediate or contingent liability on the Company to make any payment or authorises a taxing authority or Government official to require the Company to make payment in respect of Shares or dividends or other moneys accruing due to the Member who holds the Shares:
 - (a) the Member or, if the Member is deceased, the Member's legal personal representative, indemnifies the Company in respect of such payment or liability; and
 - (b) subject to the Act and the Listing Rules (during the Listed Period), the Company:
 - (i) has a lien on the Shares and dividends and other moneys payable in respect of the Shares, whether the Shares are held by the Member solely or jointly with another person in respect of any payment made or liability incurred by the Company, together with reasonable expenses and interest on any payment made by the Company at a rate to be fixed by the Directors not exceeding 15% per annum from the date of payment by the Company to the date of repayment by the Member;
 - (ii) may set off amounts so paid by the Company against amounts payable by the Company to the Member as dividends or otherwise; and
 - (iii) may recover as a debt due from the Member or its legal personal representative the amount of all payments made by the Company together with reasonable expenses and interest at the rate and for the period referred to in Article 19(3)(b)(i).
- (4) The Company may do all things which the Directors think necessary or appropriate to do under the Operating Rules (if the Company is bound by those Operating Rules) and the Listing Rules (during the Listed Period) to enforce or protect the Company's lien.
- (5) Unless the Directors determine otherwise, the registration of a transfer of a Share operates as a waiver of the Company's lien on the Share.
- (6) The Directors may declare a Share to be wholly or partly exempt from a lien.

20. LIEN SALE

If:

- (1) the Company has a lien on a Share for money presently payable;
- (2) the Company has given the Member or the Member's executors or administrators (as the case may be) holding the Share written notice demanding payment of the money; and
- (3) that Member fails to pay all of the money demanded,

then 14 or more days after giving the notice, the Directors may, if the Listing Rules (during the Listed Period) permit, sell the Share in any manner determined by them.

21. FORFEITURE NOTICE

- (1) The Directors may at any time after a call or instalment becomes payable and remain unpaid by a Member serve a notice on the Member requiring the Member to pay:
 - (a) the unpaid amount;
 - (b) any interest that has accrued; and
 - (c) all expenses incurred by the Company as a consequence of the non-payment.
- (2) The notice under Article 21(1) must:
 - (a) specify a day (not earlier than 14 days after the date of the notice) on or before which the payment required by the notice must be made; and
 - (b) state that a Member does not comply with the notice, the Shares in respect of which the call was made or instalment is payable will be liable to be forfeited.

22. FORFEITURE

- (1) If a Member fails to comply with a notice served under Article 21, then any or all of the Shares in respect of which the notice was given may be forfeited pursuant to a resolution of the Directors.
- (2) Unpaid dividends in respect of forfeited Shares will also be forfeited.
- (3) On forfeiture, Shares become the property of the Company and forfeited Shares must be:
 - (a) disposed of, or cancelled, subject to the Listing Rules during the Listed Period, the Act and other applicable law) on terms determined by the Directors; or
 - (b) offered by public auction in accordance with any requirements of the Listing Rules (during the Listed Period).
- (4) The Directors may, at any time before a forfeited Share is sold, disposed of or cancelled, annul the forfeiture of the Share on conditions determined by them.
- (5) Promptly after a Share has been forfeited:
 - (a) notice of the forfeiture must be given to the Member in whose name the Share was registered immediately before its forfeiture; and
 - (b) the forfeiture and its date must be noted in the Register.

- (6) Omission or neglect to give notice of or to note the forfeiture as specified in Article 22(5) will not invalidate a forfeiture.

23. LIABILITY OF FORMER MEMBER

- (1) The interest of a person who held Shares which are forfeited Shares is extinguished but, subject to the Listing Rules during the Listed Period, the former Member remains liable to pay:
- (a) all money (including interest and expenses) that was payable by the Member to the Company as at the date of forfeiture in respect of the forfeited Shares; and
 - (b) interest from the date of forfeiture until payment at a rate determined by the Directors (not exceeding 15% per annum).
- (2) A former Member's liability to the Company ceases if and when the Company receives payment in full of all money (including interest and expenses) payable by the former Member in respect of the forfeited Shares. The liability may only be released or waived in accordance with the Listing Rules during the Listed Period.

24. DISPOSAL OF FORFEITED SHARES

- (1) The Company may:
- (a) receive the consideration (if any) given for a forfeited Share on any sale or disposition of the Share; and
 - (b) effect a transfer of the Share in favour of a person to whom the Share is sold or disposed of.
- (2) The purchaser of the forfeited Share:
- (a) is not bound to check the regularity of the sale or the application of the purchase price;
 - (b) obtains title to the Share despite any irregularity in the sale; and
 - (c) will not be subject to complaint or remedy by the former holder of the Share in respect of the purchase.
- (3) A statement in writing signed by two Directors or a Director and the Secretary stating that a Share has been forfeited and sold or reissued or sold without forfeiture to enforce a lien, is prima facie evidence of the forfeiture of the Share and the right of the Company to sell, re-issue or dispose of that Share.
- (4) The net proceeds of any sale made to enforce a lien or on forfeiture must be applied by the Company in the following order:
- (a) in payment of the costs of the sale;
 - (b) in payment of all amounts secured by the lien or all money that was payable in respect of the forfeited Share; and
 - (c) in payment of any surplus to the former Member whose Share was sold.

TRANSFER OF SHARES

25. GENERAL

- (1) Subject to this Constitution (and in particular but not limited to Article 93), a Member may transfer Shares held by that Member.

- (2) If a Member is able to transfer Shares then, subject to Article 25(3), Shares may be transferred by:
 - (a) a written transfer instrument in any usual or common form; or
 - (b) any other form approved by the Directors.
- (3) During the Listed Period and at the discretion of the Directors:
 - (a) the Company may participate in any computerised or electronic system for market settlement, securities transfer and registration conducted in accordance with the Act, the Listing Rules and the Operating Rules.
 - (b) if the Company participates in a system of the kind described in Article 25(3)(a), then despite any other provision of the Constitution:
 - (i) Shares may be transferred, and transfers may be registered, in any manner required or permitted by the Listing Rules or the Operating Rules applying in relation to the system;
 - (ii) the Company must comply with and give effect to the Listing Rules or the Operating Rules; and
 - (iii) the Company may, in accordance with the Listing Rules or the Operating Rules, decline to issue certificates for holdings of Shares.
- (4) A written transfer instrument must be:
 - (a) executed by the transferor;
 - (b) unless the Directors decide otherwise in the case of a fully paid Share, executed by the transferee, and
 - (c) in the case of a transfer of partly paid Shares, endorsed or accompanied by an instrument executed by the transferee or by the transferee's broker to the effect that the transferee agrees to accept the Shares subject to the terms and conditions on which the transferor held them, to become a Member and to be bound by the Constitution.
- (5) Subject to the Act, the written transfer instrument may comprise two (2) documents.
- (6) Except as provided by any applicable Operating Rules of a CS Facility:
 - (a) a transferor of Shares remains the holder of the Shares transferred until the transfer is registered and the name of the transferee is entered in the Register in respect of the Shares;
 - (b) a transfer of Shares does not pass the right to any dividends on the Shares until such registration.

26. TRANSFER PROCEDURE

- (1) For a transfer of Shares that is not a transfer to be effected through a prescribed CS Facility:
 - (a) the written transfer instrument must be left at the Office or another place acceptable to the Company;
 - (b) the instrument must be accompanied by a certificate for the Shares dealt with in the transfer where a certificate has been issued, unless the Directors waive production of

the certificate on receiving satisfactory evidence of the loss or destruction of the certificate;

- (c) the Directors may, if the Listing Rules (during the Listed Period) permit, require other evidence of the transferor's right to transfer the Shares; and
 - (d) the Directors may, if permitted by the Listing Rules (during the Listed Period), the Act and applicable law, charge a fee for such transfer. For the avoidance of doubt a fee may only be charged in respect of a paper based transfer.
- (2) For a transfer of a Share that is a transfer to be effected through a prescribed CS Facility a Share transfer must be effected in accordance with the Listing Rules and the Operating Rules.

27. RIGHT TO REFUSE REGISTRATION

- (1) At times other than during the Listed Period, the Directors may in their absolute discretion refuse to register any transfer of Shares or other securities.
- (2) During the Listed Period, the Directors may in their absolute discretion refuse to register any transfer of Shares or other securities in any circumstances permitted by the Listing Rules (during the Listed Period), including a transfer not to be effected through a prescribed CS Facility that fails to comply with Article 26(1).
- (3) If permitted to do so by the Listing Rules during the Listed Period, the Directors may:
 - (a) request any applicable CS Facility Operator to apply a holding lock to prevent a transfer of shares in the Company from being registered on the CS Facility's subregister; or
 - (b) refuse to register any transfer where the Company is, or the Directors are, required to do so by the Listing Rules; or
 - (c) refuse to register any transfer to which Article 27(3)(a) does not apply.
- (4) Despite Articles 27(2) and 27(3), if the transfer is to be effected through a prescribed CS Facility, the Company must comply with the Operating Rules of the CS Facility in respect of that transfer and must not refuse or fail to register or give effect to, or delay or in any way interfere with it.
- (5) Subject to Article 27(4), and during the Listed Period, Restricted Securities are to be dealt with in accordance with Article 93.
- (6) If a person has lodged a transfer which the Directors have refused to register, the Company must, within 5 Business Days after the date of lodgement, give to the lodging person written notice of the refusal and the reasons for it.

28. PROPORTIONAL TAKEOVER BIDS

- (1) Definitions

In this Article 28:

"**approving resolution**" has the same meaning as in section 648D(1) of the Act;

"**approving resolution deadline**" has the meaning specified in section 648D(2) of the Act;

"**associate**" has the meaning specified in Part 1.2 Division 2 of the Act;

"**proportional takeover bid**" has the meaning specified in section 9 of the Act.

- (2) Prohibition on registration of transfer unless takeover scheme approved

Where an offer has been made under a proportional takeover bid in respect of Shares included in a class of Shares, the registration of a transfer giving effect to a contract resulting from the acceptance of an offer made under the proportional takeover bid is prohibited unless and until a resolution to approve the proportional takeover bid is passed in accordance with the provisions of this Constitution.

(3) Approving resolution

An approving resolution is to be voted on at a meeting, convened and conducted by the Company of the persons entitled to vote on the approving resolution under section 648D(1)(b) of the Act.

(4) Entitlement to vote on approving resolution

A person (other than the bidder or an associate of the bidder) who, as at the end of the day on which the first offer under the proportional takeover bid was made, held Shares included in that class is entitled to vote on an approving resolution and, for the purposes of so voting, is entitled to one (1) vote for each of those Shares.

(5) Bidder and associates not entitled to vote

The bidder or an associate of the bidder is not entitled to vote on an approving resolution.

(6) Approving resolution passed

An approving resolution is taken to have been passed if the proportion that the number of votes in favour of the resolution bears to the total number of votes on the resolution is greater than 50%, and otherwise is taken to have been rejected.

(7) General meeting provisions to apply

The provisions of this Constitution that apply to a general meeting of the Company apply, with any modifications as the circumstances require, to a meeting that is convened pursuant to Article 28 and apply as if that meeting was a general meeting of the Company.

(8) Meeting to be held before approving resolution deadline

Where takeover offers have been made under a proportional takeover bid, the Directors must ensure that a resolution to approve the proportional takeover bid is voted on in accordance with Article 28 before the approving resolution deadline in relation to the proportional takeover bid.

(9) Notice as to whether approving resolution is passed

Where an approving resolution to approve a proportional takeover bid is voted on, in accordance with Article 28, before the approving resolution deadline in relation to the proportional takeover bid, the Company must, on or before the approving resolution deadline:

- (a) give to the bidder; and
- (b) serve on ASX,

a notice in writing stating that an approving resolution for the proportional takeover bid has been voted on and that the approving resolution has been passed, or has been rejected, as the case requires.

(10) Approving resolution deemed to have been passed

Where, as at the end of the day before the approving resolution deadline in relation to a proportional takeover bid under which offers have been made, no resolution to approve the proportional takeover bid has been voted on in accordance with Article 28, an approving resolution to approve the proportional takeover bid is, for the purposes of Article 28, deemed to have been passed in accordance with this Article 28.

(11) Effect of this clause

This Article 28 ceases to have effect on the third anniversary of the date of this Constitution becoming effective or of its most recent renewal. For the purposes of this Article 28(11) this Constitution coming into effect constitutes an adoption of Article 28.

TRANSMISSION OF SHARES

29. TITLE & TRANSMISSION ON DEATH

Title

- (1) The legal personal representative of a deceased Member who was the sole holder of Shares is the only person whom the Company will recognise as having any title to the deceased Member's Shares.
- (2) If a deceased Member was a joint holder of Shares, the other joint holder is the only person who the Company will recognise as having any title to the deceased Member's Shares.
- (3) The estate of a deceased Member will not be released from any liability to the Company in respect of the Shares.
- (4) The Company may register or give effect to a transfer to a transferee who dies before the transfer is registered.

Entitlement to transmission

- (5) A person who becomes entitled to a Share in consequence of the death, mental illness or bankruptcy of a Member may, subject to Article 26 and to producing to the Company evidence of its entitlement which is satisfactory to the Directors, elect to:
 - (a) be registered as the holder of the Share; or
 - (b) transfer the Share to some other person nominated by it.
- (6) If the person who has become entitled to a Share:
 - (a) elects to be registered as the holder, then the person must deliver or send to the Company a written notice of election signed by him or her; or
 - (b) elects to transfer the Share, then the person must effect a transfer of the Share.
- (7) An election to be registered as a holder of a Share under Article 29(5)(a) or a transfer of a Share from a Member or deceased Member under this Article 29 is subject to the same limitations, restrictions and provisions of this Constitution as would apply if the election were a transfer or the transfer were made by the Member or deceased Member himself or herself.
- (8) A person who:
 - (a) has become entitled to a Share by operation of law; and
 - (b) has produced evidence of its entitlement which is satisfactory to the Directors,
 is entitled to the dividends and the rights of the registered holder of the Share.
- (9) Where two (2) or more persons are jointly entitled to any Share in consequence of the death of the registered holder, they will be considered to be joint holders of the Share.

CHANGES TO SHARE CAPITAL

30. CONSOLIDATION, SUBDIVISION OR ENTITLEMENT ON PRO-RATA ISSUE

For the purpose of giving effect to any consolidation or subdivision of Shares, or an entitlement to participate in a pro-rata issue arising from Shares, the Directors may, subject to the Operating Rules, settle any difficulty which arises with respect to fractions of Shares at their discretion in any manner that they think expedient.

GENERAL MEETINGS

31. CONVENING

- (1) Any two (2) Directors may call a meeting of Members.
- (2) The Directors must convene annual general meetings in accordance with the Act, to be held by the Company at times to be determined by the Directors.
- (3) Members may also requisition or convene general meetings in accordance with the procedures for Member-initiated meetings set out in the Act.

32. NOTICE

- (1) Subject to Article 32(3), Members must be given at least twenty-one (21) days written notice (inclusive of the day on which the notice is served or taken to be served and exclusive of the day for which notice is given) of a general meeting.
- (2) General meetings may be called on less than twenty-one (21) days' notice in accordance with the procedures set out in the Act.
- (3) During the Listed Period, members must be given at least twenty-eight (28) days written notice, or such other period of written notice as prescribed by the Listing Rules during the Listed Period, (inclusive of the day on which the notice is served or taken to be served and exclusive of the day for which notice is given) of a general meeting.
- (4) A notice convening a general meeting must:
 - (a) specify the date, time and, unless the meeting is to be held solely by audio/visual or other electronic means where able and/or permitted by law to be so held, the place of the meeting (and if the meeting is to be held in two (2) or more places or is to be held solely by audio, video and/or other communications technology, the technology that will be used to facilitate this);
 - (b) state the general nature of the business to be transacted at the meeting;
 - (c) specify a place and (if required by the Act) a facsimile number and may specify an electronic address for the purposes of proxy appointments; and
 - (d) comply with any other requirements of the Act.

33. BUSINESS

- (1) The business of an annual general meeting will be to:
 - (a) consider the annual financial report and report of the Directors and Auditor required by the Act;

- (b) elect Directors, including Directors appointed to fill a casual vacancy in accordance with this Constitution;
 - (c) re-elect Directors who retire by rotation in accordance with this Constitution and the Listing Rules (during the Listed Period) who, being eligible, offer themselves for re-election;
 - (c) where relevant, appoint and fix the remuneration of the Auditor; and
 - (d) transact any other business which under this Constitution may be transacted at a general meeting.
- (2) The Chairperson of an annual general meeting must allow a reasonable opportunity for the Members as a whole at the meeting to:
- (a) ask questions about or make comments on the management of the Company;
 - (b) ask the Auditor or his or her representative questions relevant to the conduct of the audit and the preparation and contents of the Auditor's report for the Company;
 - (c) the Directors may postpone or cancel any general meeting (other than a meeting convened as the result of a requisition under Article 31(3)) at any time before the day of the meeting; and
 - (d) the Directors must give notice of the postponement or cancellation to all persons entitled to receive notices from the Company.
- (3) An accidental omission to send a notice of a general meeting (including a proxy appointment form) or the postponement of a general meeting to any Members or the non-receipt of a notice (or form) by any Member does not invalidate the proceedings at or any resolution passed at the general meeting.

PROCEEDINGS AT GENERAL MEETINGS

34. MEMBER

In Articles 35, 36, 39 and 44, "Member" includes a Member present in person or by proxy, attorney or Representative.

35. QUORUM

- (1) No business may be transacted at a general meeting unless a quorum of Members is present when the meeting proceeds to business. A Member may be present in person, by proxy, by attorney or by Representative. A Member or their proxy, attorney or Representative participating in the meeting solely by audio, video and/or other communications technology is (if the meeting is able and/or permitted by law to be so held) treated as being present for all purposes including determining that a quorum is present.
- (2) A quorum of Members is two (2) Members.
- (3) If a quorum is not present within thirty (30) minutes after the time appointed for a meeting:
 - (a) the meeting is automatically dissolved if it was convened by or on the requisition of Members; or
 - (b) in any other case:
 - (i) it will stand adjourned to the same time and place seven (7) days after the meeting, or to another day, time and place determined by the Directors; and

- (ii) if at the adjourned meeting a quorum is not present within thirty (30) minutes after the time appointed for the meeting, the meeting is automatically dissolved.

36. CHAIRPERSON

- (1) The Chairperson, or, in the Chairperson's absence, the deputy Chairperson, of Directors' meetings will be the Chairperson at every meeting of Members.
- (2) If:
 - (a) there is no Chairperson or deputy Chairperson; or
 - (b) neither the Chairperson nor deputy Chairperson is present within fifteen (15) minutes after the time appointed for holding the meeting; or
 - (c) the Chairperson and deputy Chairperson are unwilling to act as Chairperson of the meeting.

the Directors present may elect a Chairperson.
- (3) If no election is made pursuant to Article 36(2), then:
 - (a) the Members may elect one (1) of the Directors present as Chairperson; or
 - (b) if no Director is present or is willing to take the chair, the Members may elect one (1) of the Members present as Chairperson.
- (4) If there is a dispute at a general meeting about a question of procedure, the Chairperson may determine the question.

37. GENERAL CONDUCT

The general conduct of each general meeting of the Company and the procedures to be adopted at the meeting will be determined by the Chairperson, including the procedure for the conduct of polls and/or the election of Directors, provided that no more than one director may be elected by the passing or approval of a single resolution (unless a prior resolution approving the election of more than one director by a single resolution has been passed or approved at that meeting) and in any event cumulative (as distinct from preferential) voting on a resolution or resolutions to elect one or more directors will not be permitted.

38. ADJOURNMENT

- (1) The Chairperson of a meeting at which a quorum is present:
 - (a) in his or her discretion may adjourn a meeting with the meeting's consent; and
 - (b) must adjourn a meeting if the meeting directs him or her to do so.
- (2) An adjourned meeting may take place at a different venue (or if able and/or permitted by law to be so held, solely by audio, video and/or other communications technology without requiring a physical venue), and/or by use of different technology from the initial meeting and/or at a venue instead of by communications technology.
- (3) The only business that can be transacted at an adjourned meeting is the unfinished business of the initial meeting.
- (4) If a general meeting has been adjourned for more than thirty (30) days, notice of the adjourned meeting must be given to Members as if it were an original meeting, but otherwise it is not necessary to give notice of an adjourned meeting or the business of the adjourned meeting.

- (5) A poll cannot be demanded on any resolution concerning the adjournment of a meeting except by the Chairperson.

39. DECISIONS

- (1) Subject to the Act in relation to Special Resolutions, a resolution is carried if a majority of the votes cast on the resolution are in favour of the resolution.
- (2) A resolution, other than a procedural resolution which shall include the election of a Chairperson, put to the vote of a meeting is decided by a poll in accordance with the Act unless otherwise determined by the Chairperson.
- (3) Notwithstanding Article 39(2), a poll may be demanded at the times and in the circumstances permitted by the Act. The demand for a poll may be withdrawn.
- (4) If a resolution is determined by a show of hands:
- (a) a declaration by the Chairperson that a resolution has been carried, carried by a specified majority, or not passed; and
 - (b) an entry to that effect in the minutes of the meeting,
- is conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution.
- (6) A decision of a general meeting may not be impeached or invalidated on the ground that a person voting at the meeting was not entitled to do so.
- (7) Except in the case of a resolution to remove a director or an auditor, and subject to the provisions of the Act, if otherwise able and/or permitted by law to be so approved or passed, a resolution of the Members may be approved or passed without holding a general meeting or being required to give notice of a general meeting provided that:
- (a) all Members for the time being entitled to vote on the resolution; or
 - (b) Members constituting not less than the requisite majority (by number of voting shares held) of all Members entitled to vote on the resolution,
- sign a document containing a statement that they are in favour of the resolution (which signature and/or document may be in electronic or facsimile form). A resolution passed or approved in the foregoing manner shall be as valid and effectual as if it had been passed at a duly convened and constituted meeting of the Company. A resolution shall have effect notwithstanding that the Members entitled to vote sign separate copies of the resolution provided that all copies of the resolution and the statement of being in favour of the resolution are identical.

40. TAKING A POLL

- (1) Subject to Article 40(5), a poll will be taken when and in the manner that the Chairperson directs. A poll may be taken by ballot or other means.
- (2) The result of the poll will determine whether the resolution on which the poll was demanded is carried or lost.
- (3) The Chairperson may determine any dispute about the admission or rejection of a vote, and such determination, if made in good faith, will be final and conclusive.
- (4) A poll cannot be demanded on any procedural resolution, including a resolution concerning the election of the Chairperson of a meeting.

- (5) A poll demanded by the Chairperson of any resolution concerning the adjournment of a meeting must be taken immediately.
- (6) After a poll has been demanded at a meeting, the meeting may continue for the transaction of business other than the question on which the poll was demanded.

41. CASTING VOTE OF CHAIRPERSON

The Chairperson does not have a casting vote (in addition to the Chairperson's vote(s) as a Member, proxy, attorney or Representative) on a show of hands or on a poll.

42. OFFENSIVE MATERIAL

The Chairperson may refuse a person admission to, or require the person to leave and not return to, a meeting if the person:

- (1) refuses to permit examination of any Article in the person's possession; or
- (2) is in possession of any:
 - (a) electronic or recording device;
 - (b) placard or banner; or
 - (c) other article,

which the Chairperson considers to be dangerous, offensive or liable to cause disruption.

43. AUDITOR'S RIGHT TO BE HEARD

The Auditor may:

- (1) attend any general meeting of the Company;
- (2) be heard at any general meeting of the Company on any part of the business of the meeting that concerns the Auditor in his or her capacity as auditor, even if:
 - (a) the Auditor retires at the meeting;
 - (b) Members pass a resolution to remove the Auditor from office; and
- (3) authorise a person in writing to attend and speak at any general meeting as the Auditor's representative.

VOTES OF MEMBERS

44. ENTITLEMENT TO VOTE

- (1) Subject to this Constitution (including without limitation Article 93) and to any rights or restrictions attaching to any class of Shares:
 - (a) every Member may vote;
 - (b) subject to Article 48(3) and the Act, on a show of hands every Member has one (1) vote;
 - (c) on a poll every Member has:
 - (i) for each fully paid Share held by the Member, one (1) vote; and

- (ii) for each partly paid Share held by the Member, a fraction of a vote equivalent to the proportion which the amount paid (not credited) is of the total amounts paid and payable (excluding amounts credited) on the Share.
- (2) If a Member is of unsound mind or is a person whose estate or property had had a personal representative, trustee or other person appointed to administer it, the Member's personal representative, trustee or other person with the management of the Member's estate or property may exercise any rights of the Member in relation to a meeting of Members as if the personal representative, trustee or other person was a Member.
- (3) The Directors may determine that, for any general meeting or class meeting, a Member who is entitled to attend and vote at that meeting may submit a direct vote, and in connection therewith:
 - (a) The Directors may determine the Member's rights attaching to a "direct vote" for the purposes of any general meeting or class meeting;
 - (b) A "direct vote" includes a vote delivered to the Company by post, facsimile, electronic notification or any other means approved by the Directors; and
 - (c) The Directors may specify the form, method and timing of giving a "direct vote" in respect of any general meeting or class meeting, and any other requirements, in order for a direct vote to be valid at that meeting.

45. UNPAID CALLS

A Member is entitled to:

- (1) vote; and
- (2) be counted in a quorum,

only in respect of Shares on which all calls due and payable have been paid.

46. JOINT HOLDERS

- (1) If two or more joint holders purport to vote, the vote of the joint holder whose name appears first in the Register will be accepted, to the exclusion of the other joint holder or holders.
- (2) For the purposes of this Article 46, several executors or administrators of a deceased Member in whose sole name any Shares are registered will be taken to be joint holders of those Shares.

47. OBJECTIONS AND LISTING RULES

- (1) An objection to the qualification of a voter may only be raised at the meeting or adjourned meeting at which the voter tendered its vote.
- (2) An objection must be referred to the Chairperson of the meeting, whose decision made in good faith is final.
- (3) Subject to Article 47(4), a vote which the Chairperson does not disallow pursuant to an objection is valid for all purposes.
- (4) A vote which, during the Listed Period, the Listing Rules require the Company to disregard is not valid.

48. VOTES BY PROXY

- (1) Subject to Article 49(1), a Member who is entitled to vote at a meeting of the Company may appoint not more than two proxies to attend and vote at the meeting on that Member's behalf.
- (2) If a Member appoints one (1) proxy, that proxy may, subject to the Act, vote on a show of hands.
- (3) If a Member appoints two proxies neither proxy may vote on a show of hands.
- (4) A proxy may demand or join in demanding poll.
- (5) A proxy vote which the Listing Rules (during the Listed Period) or the Act require the Company to disregard is not valid.

49. INSTRUMENT APPOINTING PROXY

- (1) A Member who is entitled to vote at a meeting may appoint:
 - (a) one (1) proxy if the Member is only entitled to one (1) vote; and
 - (b) one (1) or two proxies if the Member is entitled to more than one (1) vote.
- (2) A Member who is a natural person may appoint a proxy by a written appointment signed by the appointor or the appointor's attorney duly authorised in writing.
- (3) A Member which is a corporation may appoint a proxy by a written appointment executed in accordance with section 127 of the Act or the appointor's attorney duly authorised in writing.
- (4) A proxy need not be a Member.
- (5) If a Member appoints two proxies, the appointment may specify the proportion or number of votes that each proxy may exercise. If the appointment does not specify a proportion or number, each proxy may exercise half of the votes in which case any fraction of votes will be disregarded.
- (6)
 - (a) Except as permitted by the Directors or Chairperson, a form of appointment of proxy is only valid if it complies with the requirements of the Act.
 - (b) The Directors may approve a form or forms of appointment of proxies, and a form of appointment of proxy accompanying a notice of meeting issued by the Company is deemed to be an approved form of appointment of proxy. The form of appointment of proxy set may be amended to incorporate such voting exclusions and prohibitions as considered necessary by the Company.
- (7) A proxy may vote or abstain as he or she chooses except to the extent that an appointment of the proxy indicates the manner in which the proxy will vote on any resolution. The proxy must vote or abstain on a poll or show of hands in accordance with any instructions on the appointment.
- (8) A proxy's appointment is valid at an adjourned meeting.
- (9) The appointment of a proxy or attorney is not revoked by the appointor attending or taking part in the meeting but the proxy or attorney appointed by the appointor is not permitted to speak or vote, and must not vote, on resolutions while the appointor is in attendance or participates.

50. PROXY IN BLANK

If an instrument of proxy is signed by the Member but does not name the proxy or proxies in whose favour it is given, the Chairperson may either act as proxy or complete the instrument of proxy by inserting the name of one (1) or more Directors or the Secretary.

51. LODGEMENT OF PROXY

- (1) Subject to Article 51(3), the written appointment of a proxy must be received by the Company, at least 48 hours (unless otherwise specified in the notice of meeting to which the proxy relates) before:
 - (a) the time for holding the meeting or adjourned meeting at which the appointee proposes to vote; or
 - (b) the taking of a poll on which the appointee proposes to vote.
- (2) If the appointment purports to be executed under a power of attorney or other authority, the original document or a notarially certified copy of it must be forwarded with the appointment.
- (3) The Company receives an appointment of a proxy and any power of attorney or other authority under which it was executed when they are received at:
 - (a) the Office;
 - (b) a facsimile number at the Office; or
 - (e) a place, facsimile number or electronic address specified for that purpose in the notice of meeting.

52. VALIDITY

A vote cast in accordance with an appointment of proxy or power of attorney is valid even if before the vote was cast the appointor:

- (1) died;
- (2) became of unsound mind;
- (3) revoked the proxy or power; or
- (4) transferred the Shares in respect of which the vote was cast,

unless any written notification of the death, unsoundness of mind, revocation or transfer was received by the Company before the relevant meeting or adjourned meeting.

53. REPRESENTATIVES OF CORPORATIONS

- (1) Any Member which is a corporation may appoint an individual as its Representative as provided by the Act.
- (2) The Chairperson of a general meeting may permit a person claiming to be a Representative to exercise his or her powers even if he or she has not produced a certificate evidencing his or her appointment.
- (3) The appointment of a Representative may set out restrictions on the Representative's powers.

APPOINTMENT AND REMOVAL OF DIRECTORS

54. NUMBER OF DIRECTORS

- (1) Subject to the Act, the Company may by resolution passed at a general meeting increase or reduce the number of Directors.
- (2) Until the Company by resolution resolves otherwise there will be:
 - (a) a minimum of three (3) Directors;
 - (b) a minimum of two (2) Director ordinarily resident in Australia; and
 - (c) a maximum of 12 Directors.
- (3) The Directors and Secretary in office as at the date this Constitution was adopted and comes into effect continue in office subject to this Constitution.

55. QUALIFICATION

Neither a Director nor an Alternate Director has to hold any Shares, but a Director (and an Alternate Director when acting as a Director) is entitled to notice of and to attend and speak at all general meetings and at every meeting of the holders of Shares of any class of Shares.

56. POWER TO REMOVE AND APPOINT

- (1) The Company may, subject to the Act, by resolution passed in general meeting:
 - (a) remove any Director before the end of the Director's term of office; and
 - (b) appoint another person in the Director's place.
- (2) A person appointed under Article 56(1)(b) will hold office for the remainder of the term for which the Director replaced would have held office if the Director had not been removed.
- (3) Subject to the provisions of this Constitution, the Company may appoint a person as a Director by resolution passed in a general meeting.
- (4) Any person elected as a Director by Members in a general meeting is not considered to have been appointed to fill a casual vacancy for the purposes of this Constitution.
- (5) If the conduct or position of any Director is such that continuance in office appears to the majority of the Directors to be prejudicial to the interests of the Company, a majority of Directors at a meeting of the Directors specifically convened for that purpose may suspend that Director.
- (6) Within 14 days of the suspension, the Directors must call a general meeting, at which the Members may either confirm the suspension and remove the Director from office in accordance with Article 56(1)(a) or annul the suspension and reinstate the Director.

57. ADDITIONAL AND CASUAL DIRECTORS

- (1) Subject to Article 54, the Directors may appoint any person as a Director to fill a casual vacancy or as an addition to the existing Directors.
- (2) A Director appointed under Article 57(1) will hold office until the next annual general meeting of the Company when the Director may be elected but will not be taken into account in determining the number of Directors who must retire by rotation.

58. FILLING VACATED OFFICE

- (1) If a Director retires at a general meeting, the Company may by ordinary resolution of Members elect a person to fill the vacated office.
- (2) If the vacated office is not filled and the retiring Director has offered himself or herself for re-election, the retiring Director will be considered to have been re-elected unless, at the meeting at which he or she retires:
 - (a) it is resolved not to fill the vacated office; or
 - (b) a resolution for the re-election of the Director is put and lost.

59. RETIREMENT BY ROTATION

- (1) Subject to the Listing Rules (during the Listed Period) and Article 75(6), at each annual general meeting one-third of the Directors (other than the Managing Director) or, if their number is not a multiple of three (3), then the number nearest to but not more than one-third of the Directors must retire from office.
- (2) The Directors to retire by rotation at an annual general meeting:
 - (a) are those Directors who have been longest in office since their last election or appointment; or
 - (b) if multiple Directors who have been longest in office since their last election or appointment were previously elected or appointed on the same day, those Directors may agree among themselves or determine by lot which of them must retire.
- (2) Subject to Article 75(6), a Director must retire from office at the conclusion of the third annual general meeting after the Director was last elected, even if his or her retirement results in more than one-third of all Directors retiring from office.
- (3) A retiring Director will be eligible for re-election.
- (4) Where a Director who has previously served as a Director, has retired (other than by rotation in accordance with this Article 59) and has subsequently been appointed as a Director on a later date, that Director is taken to have commenced their time in office as at the last date on which they were appointed as a Director of the Company. For the avoidance of doubt, this Article 59(4) applies where a Director is appointed to fill an executive office in the Company (including Managing Director) and subsequently transitions from that executive office to the position of a non-executive Director.

60. NOMINATION OF DIRECTOR

- (1) A person is not eligible for election as a Director at a general meeting unless:
 - (a) the person is a Director retiring under Article 57(2) and is seeking election; or
 - (b) the person is a Director retiring by rotation under Article 59 and is seeking re-election; or
 - (c) the person has been nominated by the Directors for election at that meeting; or
 - (d) the person is proposed by at least fifty (50) Members, or Members holding between them at least five percent (5%) of the votes that may be cast at a general meeting and such Members serve a notice at the Office which nominates the person.

- (2) A notice given in accordance with Article 60(1) must be left at the Office not less than thirty (30) Business Days before the relevant general meeting.

61. VACATION OF OFFICE

- (1) The office of a Director immediately becomes vacant if the Director:
- (a) ceases to be a Director by virtue of the Act;
 - (b) is prohibited by the Act from holding office or continuing as a Director;
 - (c) is prohibited from holding or is removed from the office of Director by an order made under the Act;
 - (d) becomes bankrupt or makes any general arrangement or composition with his or her creditors;
 - (e) cannot manage the Company because of his or her mental incapacity and is a person whose estate or property has had a personal representative or trustee appointed to administer it;
 - (f) resigns from his or her office as Director by notice in writing to the Company;
 - (g) is removed by a resolution of the Company; or
 - (h) not being engaged abroad on the business of the Company, is absent from Director's meetings for three (3) consecutive months without leave of absence from the Directors.
- (2) A Director who holds any executive office in the Company (including the office of Managing Director) ceases to be a Director when he or she ceases to hold the executive office, unless otherwise determined by the Board.
- (3) A person ceasing to be a Director by virtue of the provisions of Article 61(2) will not thereby be rendered ineligible for appointment or election as a Director under any Article other than Article 75.

REMUNERATION OF DIRECTORS

62. REMUNERATION OF NON-EXECUTIVE DIRECTORS

- (1) Subject to the Listing Rules during the Listed Period, the Directors (other than an Executive Director) may collectively be paid as remuneration for their services a fixed sum not exceeding the aggregate maximum sum applicable as at the time of adoption and coming into effect of this Constitution or subsequently as from time to time determined by the Company in a general meeting.
- (2) The notice convening a general meeting at which it is proposed that Members approve an increase of the aggregate maximum sum must state the amount of the increase and the aggregate maximum sum, and any other matters required by the Listing Rules during the Listed Period.
- (3) Subject to the Listing Rules during the Listed Period, the aggregate maximum sum will be divided among the Non-Executive Directors in such proportion and manner as the Directors agree and, in default of agreement, equally.
- (4) Non-Executive Directors may not be paid a commission on or a percentage of profits or operating revenue.

- (5) If a Non-Executive Director is required to perform services for the Company which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, the Company may pay the Director a fixed sum determined by the Directors in addition to or instead of the Director's remuneration under Article 62(1).
- (6) The Non-Executive Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or otherwise in connection with the Company's business.
- (7) The Company may also pay a premium in respect of a contract insuring a person who is or has been a Non-Executive Director against liability incurred by the person as a Director, except in circumstances prohibited by the Act.

63. REMUNERATION OF EXECUTIVE DIRECTORS

- (1) The remuneration of an Executive Director may from time to time be fixed by the Directors. The remuneration may be by way of salary or commission or participation in profits or by all or any of these modes but may not be by commission on, or a percentage of, operating revenue.
- (2) The Company may pay a premium in respect of a contract insuring a person who is or has been an Executive Director against liability incurred by the person as a Director, except in circumstances prohibited by the Act.

64. POWERS AND DUTIES OF DIRECTORS

- (1) The business of the Company is managed by or under the direction of the Directors who may exercise all powers of the Company that this Constitution, the Act or the Listing Rules (during the Listed Period) do not require to be exercised by the Company in general meeting.
- (2) Without limiting the generality of Article 64(1), the Directors may exercise all the power of the Company to:
 - (a) borrow money;
 - (b) charge any property or business of the Company or all or any of its uncalled capital;
 - (c) issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person; and
 - (d) guarantee or to become liable for the payment of money or the performance of any obligation by or of any other person.

PROCEEDINGS OF DIRECTORS

65. DIRECTORS' MEETINGS

- (1) The Chairperson, the deputy Chairperson, or any one Director may at any time, and the Secretary must on the request of the Chairperson, the deputy Chairperson, or any one Director, call a meeting of the Directors.
- (2) An accidental omission to send a notice of a meeting of Directors to any Director or the non-receipt of such a notice by any Director does not invalidate the proceedings at or any resolution passed at the meeting.
- (3) (a) Subject to the Act, a Director's meeting may be held by the Directors communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion.

- (b) The Directors need not all be physically present in the same place for a Directors' meeting to be held.
 - (c) A Director who participates in a meeting held in accordance with this Article 65(3) is taken to be present and entitled to vote at the meeting.
 - (d) A Director can only withdraw his or her consent to the means of communication between Directors proposed for a Directors' meeting if the Director does so at least 48 hours before the meeting.
- (4) Article 65(3) applies to meetings of Directors' committees as if all committee Members were Directors.
 - (5) The Directors may meet together, adjourn and regulate their meetings as they think fit.
 - (6) Subject to the Act, a quorum for meetings of Directors may be fixed by the Directors and unless so fixed, is two.
 - (7) Where a quorum cannot be established for the consideration of a particular matter at a meeting of Directors, the Chairperson or the Managing Director may convene a general meeting of Members to deal with the matter.
 - (8) Notice of a meeting of Directors may be given in writing, or the meeting may be otherwise called using any technology consented to by all the Directors.

66. DECISIONS

- (1) Questions arising at a meeting of Directors are to be decided by a majority of votes of the Directors present and voting and, subject to Article 66, each Director has one (1) vote.
- (2) The Chairperson of a meeting has a casting vote in addition to his or her deliberative vote, except where only two Directors are present and entitled to vote on the matter.
- (3) An Alternate Director has one (1) vote for each Director for whom he or she is an alternate.
- (4) If the Alternate Director is a Director, he or she also has a vote as a Director.

67. DIRECTORS' INTERESTS

- (1) A Director who has a material personal interest in a matter that is to be considered at a meeting of Directors must not:
 - (a) vote on the matter or be present while the matter is being considered at the meeting; and
 - (b) be counted in the quorum in relation to that matter
 if to do so would be contrary to the Act.
- (2) Each Director must disclose to the Company particulars of:
 - (a) any material contract in which the Director is interested, including the names of the parties to the contract, particulars of the contract, and the Director's interest in the contract; and
 - (b) any material personal interest in a matter that is being considered at a meeting of the board or of Directors.
- (3) Voting by a Director contrary to this Article 67, or failure by a Director to make disclosure under this Article, does not render void or voidable a contract in which the Director has an interest.

- (4) A Director and any firm, body or entity in which a Director has a direct or indirect interest may in any capacity:
- (a) enter into any contract or arrangement with the Company;
 - (b) be appointed to and hold any office or place of profit under the Company, other than the office of auditor; and
 - (c) act in a professional capacity, other than as auditor, for the Company,
- and provided that he or she makes disclosure as required by this Article 67, may receive and retain for his or her own benefit any remuneration, profits or benefits as if he or she were not a Director.

68. ALTERNATE DIRECTORS

- (1) A Director may, with the approval of the Directors, appoint any person as his or her alternate.
- (2) An Alternate Director is entitled to notice of Directors' meetings while he or she is acting in that capacity and, if the appointor is not present at a meeting, is entitled to attend, be counted in a quorum and vote as a Director.
- (3) An Alternate Director is an officer of the Company and is not an agent of the appointor.
- (4) The provisions of this Constitution which apply to Directors also apply to Alternate Directors.
- (5) The appointment of an Alternate Director may be revoked at any time by the appointor or by the other Directors.
- (6) An Alternate Director's appointment ends automatically when his or her appointor ceases to be a Director.
- (7) Any appointment or revocation under this Article must be effected by written notice delivered to the Secretary.
- (8) For the purposes of Article 68, an Alternate Director does not have an interest in a contract or arrangement or a material personal interest in a matter by reason only of the fact that his or her appointor has such an interest.

69. REMAINING DIRECTORS

- (1) The Directors may act even if there are vacancies on the Board.
- (2) If the number of Directors is not sufficient to constitute a quorum at a Directors' meeting, the Director or Directors may act only to:
 - (a) appoint a Director; or
 - (b) convene a general meeting.

70. CHAIRPERSON

- (1) The Directors may elect a Director as Chairperson of Directors' meetings and may determine the period for which the Chairperson will hold office.
- (2) If no Chairperson is elected or if the Chairperson is not present at any Directors' meeting within 10 minutes after the time appointed for the meeting to begin, the Directors present must elect a Director to be Chairperson of the meeting.

- (3) The Directors may elect a Director as deputy Chairperson to act as Chairperson in the Chairperson's absence.

71. DIRECTORS' COMMITTEES

- (1) The Directors may, but are not required to, delegate any of their powers, other than those which by law must be dealt with by the Directors as a board, to a committee or committees.
- (2) The Directors may at any time revoke any delegation of power to a committee.
- (3) At least one (1) Member of each committee must be a Director.
- (4) A committee must exercise its powers in accordance with any directions of the Directors and a power exercised in that way is taken to have been exercised by the Directors.
- (5) A committee may be authorised by the Directors to sub-delegate all or any of the powers for the time being vested in it.
- (6) Meetings of any committee will be governed by the provisions of this Constitution which deal with Directors' meetings so far as they are applicable and are not inconsistent with any directions of the Directors.

72. WRITTEN RESOLUTIONS

- (1) If a majority of the Directors who are eligible to vote on a resolution or resolutions sign a document containing a statement that they are in favour of the resolution or resolutions in terms set out in the document, then the resolution is passed when the last Director forming part of that majority signs that document.
- (2) For the purposes of Article 72(1), separate copies of a document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy.
- (3) Any document referred to in this Article may be in the form of a facsimile transmission or electronic notification.
- (4) If a Directors' meeting is taken to have been held in accordance with this Article, the minutes must record that fact.
- (5) This Article applies to meetings of Directors' committees as if all Members of the committee were Directors.
- (6) Any document referred to in this Article 72 must be sent to every Director who is entitled to vote on the resolution (whether or not the Director signs the document).
- (7) A facsimile transmission, an email bearing the signature of the Director or an email of the Director addressed to another officer of the Company confirming agreement with the resolution and undertaking to sign the resolution as soon as practicable shall be deemed to be a document in writing by the relevant Director for the purpose of this Article.

73. VALIDITY OF ACTS OF DIRECTORS

If it is discovered that:

- (1) there was a defect in the appointment of a person as a Director, Alternate Director or Member of a Directors' committee; or
- (2) a person appointed to one (1) of those positions was disqualified;

all acts of the Directors or the Directors' committee before the discovery was made are as valid as if the person had been duly appointed and was not disqualified.

74. MINUTES

- (1) The Directors must cause minutes to be made of:
 - (a) the names of the Directors present at all general meetings, Directors' meetings and meetings of Directors' committees;
 - (b) all proceedings and resolutions of general meetings, Directors' meetings and meetings of Directors' committees;
 - (c) all resolutions passed by Directors in accordance with Article 72;
 - (d) appointments of officers, but only if the Directors resolve that a minute of the appointment should be made; and
 - (e) all disclosures of interests made pursuant to Article 67.
- (2) Minutes must be signed by the Chairperson of the meeting or by the Chairperson of the next meeting of the relevant body, and if so signed will as between the Directors be conclusive evidence of the matters stated in such minutes.

EXECUTIVE DIRECTORS

75. APPOINTMENT

- (1)
 - (a) The Directors may appoint a Director to the office of Managing Director on such terms as they think fit.
 - (b) The Directors may appoint a Director to any other full-time or substantially full-time executive position in the Company on such terms as they think fit.
 - (c) A Director appointed under Article 75(1)(a) or 75(1)(b), and a Director (however appointed) occupying for the time being a full-time or substantially full-time executive position in the Company or a related body corporate, is referred to in this Constitution as an Executive Director.
- (2) The position of Chairperson of Directors may be a full or part time executive position if the Directors so resolve.
- (3) The Directors may, subject to the terms of the Managing Director's employment contract, suspend, remove or dismiss him or her from executive office and appoint another Director in that place.
- (4) If the Managing Director (subject to the terms of the Managing Director's employment contract) or the Chairperson (if appointed to a full or part time executive position) ceases to be a Director, his or her executive office terminates automatically.
- (5) If an Executive Director is suspended from executive office, his or her duties and obligations as Director are suspended for the same period.
- (6) A Managing Director is not subject to retirement by rotation and is not to be taken into account in determining the rotation of retirement of Directors. Any other Executive Directors are subject to retirement by rotation.

76. POWERS OF EXECUTIVE DIRECTORS

- (1) The Directors may confer on an Executive Director any powers exercisable by the Directors, subject to any terms and restrictions determined by the Directors.

- (2) The Directors may authorise an Executive Director to sub-delegate all or any of the powers vested in him or her.
- (3) Any power conferred pursuant to this Article may be concurrent with but not to the exclusion of the Directors' powers.
- (4) The Directors may at any time withdraw or vary any of the powers conferred on an Executive Director.

SECRETARY

77. SECRETARY

- (1) Subject to Article 77(2), there must be at least one (1) secretary of the Company appointed by the Directors on conditions determined by them.
- (2) The Company must always have at least one (1) secretary of the Company ordinarily resident in Australia.
- (3) The Directors may, subject to the terms of the Secretary's employment contract, suspend, remove or dismiss the Secretary.

INSURANCE AND INDEMNITY OF APPLICABLE PERSONS

78. APPLICABLE PERSONS

The provisions of Articles 79, 80, 81 and 82 shall apply to Applicable Persons, which expression shall include:

- (1) every person who is or has been an Officer of the Company;
- (2) every person who is or has been an Officer of a Related Body Corporate of the Company;
- (3) if the Directors determine, an employee or former employee of the Company or a Related Body Corporate of the Company;
- (4) if the Directors determine and to the extent permitted under the Act, an auditor or former auditor of the Company or a Related Body Corporate of the Company.

79. INSURANCE

- (1) To the extent permitted under the Act, the Company may pay, or agree to pay, a premium in respect of a contract insuring any one (1) or more Applicable Persons against any liability incurred by the Applicable Person provided that the liability does not arise out of conduct involving:
 - (a) a wilful breach of duty in relation to the Company or a Related Body Corporate of the Company; or
 - (b) a contravention of section 182 or 183 of the Act.
- (2) To the extent permitted under the Act, the Company may pay, or agree to pay, an Applicable Person for costs and expenses incurred by that Applicable Person in defending proceedings, whatever the outcome of the proceedings.

80. INDEMNITY

- (1) The Company does not exempt an Applicable Person from a liability to the Company incurred in their capacity as an Applicable Person.

- (2) To the extent permitted by the Act, the Company indemnifies any Applicable Person against non-legal costs incurred as an Applicable Person except:
 - (a) for a liability owed to the Company or a Related Body Corporate of the Company;
 - (b) for a liability for a pecuniary penalty order under section 1317G or compensation order under section 1317H or section 1317HA of the Act;
 - (c) for a liability owed to a third party arising out of conduct involving a lack of good faith.
- (3) To the extent permitted by the Act, the Company indemnifies any Applicable Person against legal costs incurred in defending an action for a liability incurred as an Applicable Person except:
 - (a) in defending or resisting proceedings in which the Applicable Person is found to have a liability for which they could not be indemnified under Article 80(2); or
 - (b) in defending or resisting criminal proceedings in which the Applicable Person is found guilty; or
 - (c) in defending or resisting proceedings brought by the Australian Securities and Investments Commission (and any of its successors) or a liquidator for a court order if the grounds for making the order are found by a court to have been established; or
 - (d) in connection with proceedings for relief to the Applicable Person under the Act in which the Court denies relief.
- (4) Where the costs and expenses incurred by an Applicable Person under Articles 80(1), 80(2) or 80(3) are recovered by the Company under an insurance policy taken out or paid for by the Company pursuant to Article 79, the extent of the indemnification of an Applicable Person shall be reduced accordingly.

81. LOAN TO AN APPLICABLE PERSON

- (1) To the extent permitted by the Act, the Directors may give a loan or advance to an Applicable Person to assist with the payment of costs and expenses of the Applicable Person which may be incurred under Articles 79 and 80, where, in the opinion of the Directors, the costs and expenses are likely to become an amount for which the Company may become liable.
- (2) If, upon a determination of the proceedings, the costs and expenses for which the loan or advance was given are not the liability of the Company, the loan or advance given to the Applicable Person shall be recoverable according to the terms of the loan or advance.

82. MEANING OF PROCEEDINGS

In Articles 79, 80 and 81, the term "proceedings" means any proceedings and any appeal in relation to any proceedings, whether civil or criminal, being proceedings in which it is alleged that the Applicable Person has done or omitted to do some act, matter or thing in his capacity under which the person has become an Applicable Person (including proceedings alleging that the Applicable Person was guilty of negligence, default, breach of trust or breach of duty in relation to the Company or a Related Body Corporate) and includes any investigations by any regulatory authority.

SEAL

83. COMMON SEAL

If the Company has a Seal:

- (1) the Directors must provide for the safe custody of the Seal;

- (2) it must not be used except with the authority of the Directors or a Directors' committee authorised to permit use of the Seal;
- (3) every document to which the Seal is affixed must be signed by a Director and be countersigned by another Director, the Secretary or another person appointed by the Directors to countersign the document; and
- (4) the Directors may determine by resolution either generally or in any particular case that the signature of any Director or the Secretary to a document to which the Seal or a duplicate seal or certificate seal is affixed may be a facsimile applied to the document by specified mechanical means.

84. DUPLICATE SEAL

If the Company has a Seal, the Company may have one (1) or more duplicate seals of the Seal each of which:

- (1) must be a facsimile of the Seal with the addition on its face of the words "Duplicate Seal"; and
- (2) must only be used with the authority of the Directors or a Directors' committee.

85. CERTIFICATE SEAL

If the Company has a Seal, the Company may have a certificate seal which:

- (1) may be affixed to Share, option or other certificates;
- (2) must be a facsimile of the Seal with the addition on its face of the words "Certificate Seal"; and
- (3) must only be used with the authority of the Directors or a Directors' committee.

POWERS OF ATTORNEY

86. POWERS OF ATTORNEY

- (1) If a Member executes or proposes to execute any document or do any act by or through an attorney which is relevant to the Company or the Member's shareholding in the Company, that Member must deliver the instrument appointing the attorney to the Company for notation.
- (2) The Company may require the Member to lodge a certified copy of the instrument for retention by the Company, and ask for whatever evidence it thinks appropriate that the power of attorney is effective and continues to be in force.
- (3) Any power of attorney granted by a Member will, as between the Company and the Member who granted the power of attorney:
 - (a) continue in force, and
 - (b) may be acted on,
 unless express notice in writing of its revocation or of the death of the Member who granted it is lodged with the Company.
- (4) Where a Member proposes that an attorney represent the Member at a general meeting or adjourned meeting, the Member must comply with Article 51(2) of the Constitution.

INSPECTION OF RECORDS

87. TIMES FOR INSPECTION

- (1) Except as otherwise required by the Act, the Directors may determine whether and to what extent, and at what time and places and under what conditions, the financial records and other documents of the Company or any of them will be open for inspection by Members other than Directors.
- (2) A Member other than a Director does not have the right to inspect any financial records or other documents of the Company unless the Member is authorised to do so by a court order or a resolution of the Directors.

DIVIDENDS, RESERVES AND DISTRIBUTIONS

88. POWER TO PAY AND TO FIX TIME ETC. FOR PAYMENT OF DIVIDENDS

- (1) Despite any other provision of this Constitution, the Directors may determine, declare or procure the payment of dividends as and when permitted by the Act and during the Listed Period of the Listing Rules.
- (2) The Directors may determine that a dividend is payable by the Company and fix:
 - (a) the amount;
 - (b) the time for payment; and
 - (c) the method of payment.

89. AMEND RESOLUTION TO PAY DIVIDEND

The Directors may amend or revoke a resolution to pay a dividend before the date which is nine (9) Business Days before the record date notified to ASX for determining entitlements to a dividend.

90. NO INTEREST

The Company must not pay interest on a dividend.

91. RESERVES

- (1) The Directors may set aside out of profits such amounts by way of reserves as they think appropriate to pay a dividend.
- (2) The Directors may apply the reserves for any purpose for which profits may be properly applied.
- (3) Pending any application of the reserves, the Directors may invest or use the reserves in the business of the Company or in other investments as they think fit.
- (4) The Directors may carry forward any undistributed profits without transferring them to a reserve.

92. DIVIDEND ENTITLEMENT

- (1) The dividend to be paid to the holder of a partly paid Share must not exceed that proportion of the dividend to be paid to the holder of a fully paid Share that the amount paid up on the Share (not credited as paid up) bears to the total issue price of the Share (excluding amounts credited as paid up).

- (2) Unless otherwise determined by the Directors, Shares rank for dividend from their date of allotment.
- (3) Subject to the Act and the Operating Rules, a transfer of Shares registered after the record date notified to ASX for determining entitlements to a dividend paid or payable in respect of the transferred Shares, does not pass the right to that dividend.

93. RESTRICTED SECURITIES

- (1) During the Listed Period, for so long as the Company has any Restricted Securities on issue and despite any other provision in this Constitution:
 - (a) a holder of Restricted Securities must not dispose of, or agree or offer to dispose of, the Restricted Securities during the escrow period applicable to those Restricted Securities except as permitted by the Listing Rules or ASX;
 - (b) if the Restricted Securities are in the same class as quoted securities, the holder will be taken to have agreed in writing that the Restricted Securities are to be kept on the Company's issuer sponsored subregister and are to have a holding lock applied for the duration of the escrow period applicable to those Restricted Securities;
 - (c) the Company will refuse to acknowledge any disposal (including, without limitation, to register any transfer) of Restricted Securities during the escrow period applicable to those Restricted Securities except as permitted by the Listing Rules of ASX;
 - (d) a holder of Restricted Securities will not be entitled to participate in any return of capital on those Restricted Securities during the escrow period applicable to those Restricted Securities except as permitted by the Listing Rules or ASX;
 - (e) if a holder of Restricted Securities breaches a restriction deed or a provision of this Constitution restricting the disposal of Restricted Securities, the holder will not be entitled to any dividend or distribution, or to exercise any voting rights, in respect of those Restricted Securities for so long as the breach continues; and
 - (f) in this clause 94, and for the purposes of this Constitution generally when used in connection with this clause 94 or its subject matter, the following words and phrases have the meaning given to them in the Listing Rules: "class"; "dispose" or "disposal" (which include using an asset as collateral - see chapter 19 of the Listing Rules); "holding lock"; "issuer sponsored subregister"; and "restriction deed".
- (2) The Company may impose disposal restrictions on Restricted Securities by way of restriction deed or restriction notice (as those terms are defined in the Listing Rules). This Article 93(2) applies only to the extent permitted by the Act and applicable law.

94. DEDUCTIONS FROM DIVIDENDS

The Directors may deduct from a dividend payable to a Member all sums presently payable by the Member to the Company on account of calls or otherwise in relation to Shares in the Company.

95. DISTRIBUTIONS OF ASSETS

- (1) The Directors may resolve that:
 - (a) without limiting paragraph (1)(b) of this Article, a dividend (interim or final) will be paid wholly or partly by the transfer or distribution of assets, including shares in, or debentures of, any other corporation or interests in a managed investment scheme or comparable foreign interests or rights; or
 - (b) without limiting paragraph (1)(a) of this Article, distribute or return any amount of capital or income (including, without limitation of or to either, any assets including

shares in, or debentures of, any other corporation or interests in a managed investment scheme or comparable interests or rights in a foreign equivalent) to Members pro rata according to the number of Shares held as at a time decided by the Directors (in accordance with the Listing Rules during the Listed Period). The distribution may be in cash, or by way of distributing assets in specie or any combination of some or all of cash or assets.

- (2) If a difficulty arises or may arise in making or giving effect to a transfer or distribution of assets, the Directors may:
 - (a) deal with the difficulty as they consider expedient;
 - (b) fix the value of all or any part of the assets for the purposes of the distribution;
 - (c) determine that cash will be paid to any Members on the basis of the fixed value in order to adjust the rights of all the Members; and
 - (d) vest any such assets in trustees as the Directors consider expedient.
- (3) If a transfer or distribution of assets to a particular Member or Members is illegal or would be illegal or, in the Directors' opinion, impracticable, the Directors may make a cash payment to the Member or Members on the basis of the cash amount of the dividend instead of the transfer or distribution of assets.
- (4) If the Company distributes assets to Members each Member is deemed to have appointed the Company (and/or any Director or Secretary for the time being) as his, her or its agent to give any consent, to enter any agreement, to execute any document or to do anything necessary or desirable to give effect to the distribution, including agreeing to become a member of another body corporate or of a managed investment scheme or a comparable foreign equivalent (which such consent, agreement, execution or other thing shall be effective and binding on all Members concerned).
- (5) The Directors may authorise any person to make, on behalf of each Member entitled to any asset as a result of a distribution, an agreement with the Company or another person which provides, as appropriate, for the distribution or issue to them of shares or other securities credited as fully paid up or for payment by the Company on their behalf of the amounts or any part of the amounts remaining unpaid on their existing Shares or other securities of the Company by applying their respective proportions of the amount resolved to be distributed.

96. PAYMENT

- (1) Any dividend or other money payable in respect of Shares may be paid by cheque sent through the mail direct to:
 - (a) the address of the Member shown in the Register or to the address of the joint holder of Shares shown first in the Register; or
 - (b) an address which the Member or joint holders has in writing notified the Company as the address to which dividends should be sent.
- (2) Any joint holder may give an effectual receipt for any dividend or other money paid in respect of Shares held by holders jointly.

97. ELECTION TO REINVEST DIVIDEND

If and to the extent authorised by resolution of the Company in general meeting, the Directors may:—

- (1) establish a plan under which Members or any class of Members may elect to reinvest cash dividends paid by the Company by subscribing for Shares;
- (2) vary, suspend or terminate the arrangements established under Article 97(1).

98. ELECTION TO ACCEPT SHARES IN LIEU OF DIVIDEND

- (1) If and to the extent authorised by resolution of the Company in general meeting, the Directors may resolve, in respect of any dividend which it is proposed to pay on any Shares, that holders of those Shares may elect to:
 - (a) forego their right to share in the proposed dividend or part of the proposed dividend; and
 - (b) instead receive an issue of Shares credited as fully paid.
- (2) If the Directors resolve to allow the election provided for in Article 98(1), each holder of Shares conferring a right to share in the proposed dividend may, by notice in writing to the Company given in such form and within such period as the Directors may decide, elect to:
 - (a) forego the dividend which otherwise would have been paid to the holder on such of the holder's Shares conferring a right to share in the proposed dividend as the holder specified in the notice of election; and
 - (b) receive instead Shares to be issued to the holder credited as fully paid, on and subject to such terms and conditions as the Directors may determine.
- (3) Following the receipt of duly completed notices of election under Article 98(2), the Directors must:
 - (a) appropriate an amount equal to the aggregate issue price of the Shares to be issued credited as fully paid to those holders of Shares who have given such notices of election; and
 - (b) apply the amount in paying up in full the number of Shares required to be so issued.
- (4) The Directors may rescind, vary or suspend a resolution of the Directors made pursuant to Article 98(1) and the arrangements implemented pursuant to the resolution.
- (5) The powers given to the Directors by this Article 98 are additional to the provisions for capitalisation of profits provided for by this Constitution. If the Directors exercise their power to capitalise profits under Article 100 then any Member who has elected to participate in arrangements established under this Article 98 is deemed, for the purpose of determining the Member's entitlement to share in the capitalised sum, not to have so elected.

99. UNCLAIMED DIVIDENDS

All dividends unclaimed for one (1) year after the time for payment has passed may be invested by the Directors as they think fit for the benefit of the Company until claimed or until required to be dealt with in accordance with any law relating to unclaimed money.

100. CAPITALISATION OF PROFITS

- (1) The Directors may resolve to capitalise profits.
- (2) If the capitalisation is to be accompanied by the issue of Shares or debentures, the Directors may apply the sum capitalised:
 - (a) in the proportions in which the Members would be entitled if the sum was distributed by way of dividend; or
 - (b) in connection with an employee share scheme adopted by the Company, by applying the sum in paying up in part or full unissued Shares and issuing them in accordance with the rules of that scheme.

- (3) For the purposes of this Article 100, “employee share scheme” has the same meaning as in section 9 of the Act.
- (4) To the extent necessary to adjust the rights of the Members among themselves where Article 100(2)(a) applies or is intended to apply, the Directors may adopt a rounding policy or make cash payments in cases where Shares or debentures become issuable in fractions.

NOTICES

101. SERVICE OF NOTICES

- (1) Notice may be given by the Company to any person who is entitled to notice under this Constitution by:
 - (a) serving it on the person;
 - (b) sending it by post, facsimile transmission or electronic notification to the person’s address shown in the Register or the address supplied by the person to the Company for sending notices to the person; or
 - (c) (except in the case of a notice of meeting of Members which is required to be given individually to each Member entitled to vote at the meeting and to each Director and each Alternate Director), advertising in one (1) or more of the newspapers published in Australia or as determined by the Directors, if in the opinion of the Directors extreme or unusual circumstances make it appropriate to do so.
- (2) A notice sent by post is taken to be served:
 - (a) by properly addressing, prepaying, and posting a letter containing the notice; and
 - (b) on the day after the day on which it was posted.
- (3) A notice sent by facsimile transmission or electronic notification is taken to be served:
 - (a) by properly addressing the facsimile transmission or electronic notification and transmitting it; and
 - (b) on the day of its transmission except if transmitted after 5.00 pm in which case is taken to be served on the next day.
- (4) A notice given by advertisement is taken to be served on the date on which the advertisement first appears in a newspaper.
- (5) A notice may be served by the Company on joint holders under Article 101(1)(a) or 101(1)(b) by giving the notice to the joint holder whose name appears first in the Register.
- (6) Every person who is entitled to a Share by operation of law and who is not registered as the holder of the Share is taken to receive any notice served in accordance with this Article by advertisement or on the person from whom it derives title.
- (7) A Share certificate, cheque, warrant or other document may be delivered by the Company either personally or by sending it:
 - (a) in the case of a Member who does not have a Registered Address in Australia, by airmail post, by facsimile transmission, electronic notification or in another way that ensures that it will be received quickly, as appropriate; and
 - (b) in any other case by ordinary post.

- (8) A Member whose Registered Address is not in Australia may specify in writing an address in Australia as the Member's Registered Address within the meaning of this Article.
- (9) A certificate in writing signed by a Director, Secretary or other officer of the Company, or by any person that the Company has engaged to maintain the Register, that a document or its envelope or wrapper was addressed and stamped and was posted is conclusive evidence of posting.
- (10) If at least two notices sent by post, facsimile transmission or electronic notification is returned unclaimed or is not deliverable (as evidenced by notification of non-delivery or of the addressee not being at the address or facsimile number, of a facsimile number not accepting facsimile transmissions or of an electronic notification address not existing) or if the Directors believe on other reasonable grounds that the address or facsimile number is not the address or facsimile number of the Member, the Company may give notice and notice is taken to have been given to the Member if the notice is exhibited at the Company's registered office for at least two Business Days. If one or more addresses or facsimile numbers are recorded for a Member this Article will only operate in respect of a Member if it applies to all the addresses or facsimile numbers recorded for that Member. This Article will cease to operate in respect of a Member if the Member gives the Company a new address or facsimile number (unless this Article also applies to that new address or facsimile number). This Article does not oblige the Company to send any notice of meeting to a member by facsimile or email if it is only sent to other Members by post.
- (11) If the Act or during the Listed Period the Listing Rules provide that notices may be sent or given or documents provided to Members by other means (including but not only by being made available on the internet), sending or giving a notice or providing a document by that means is authorised by this Article and is as effective as if the notice was sent or given or document provided in accordance with any other method referred to in this Article.
- (12) Subject to the Act, the signature (if any) to a written notice given by the Company may be written, printed or electronic.
- (11) All notices sent by post outside Australia must be sent by prepaid airmail post.

102. PERSONS ENTITLED TO NOTICE

- (1) Notices of every general meeting must be given to:
 - (a) every Member;
 - (b) every Director and Alternate Director;
 - (c) during the Listed Period, ASX; and
 - (d) the auditor.
- (2) No other person is entitled to receive notice of a general meeting.

AUDIT AND FINANCIAL RECORDS

103. COMPANY TO KEEP FINANCIAL RECORDS

- (1) The Directors must cause the Company to keep written financial records and to prepare financial documents and reports in accordance with the requirements of the Act and the Listing Rules (during the Listed Period).
- (2) The Directors must cause the financial records and financial documents of the Company to be audited in accordance with the requirements of the Act and the Listing Rules (during the Listed Period).

WINDING UP

104. WINDING UP

- 1) Nothing in this Article prejudices the rights of the holders of shares issued on special terms and conditions.
- (2) If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company:
 - (a) divide among the Members in kind all or any of the Company's assets; and
 - (b) for that purpose, determine how he or she will carry out the division between the different classes of Members,but may not require a Member to accept any Shares or other securities in respect of which there is any liability.
- (3) The liquidator may, with the sanction of a special resolution of the Company, vest all or any of any Company's assets in a trustee on trusts determined by the liquidator for the benefit of the contributories.

[EntityRegistrationDetailsLine1Envelope]
[EntityRegistrationDetailsLine2Envelope]
[EntityRegistrationDetailsLine3Envelope]
[EntityRegistrationDetailsLine4Envelope]
[EntityRegistrationDetailsLine5Envelope]
[EntityRegistrationDetailsLine6Envelope]

[HolderNumber]

Holder Number:
[HolderNumber]

Your proxy voting instruction must be received by **11.00am (AEST) on Monday, 24 May 2021**, 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 KMP.

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://automic.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

BY FACSIMILE:

+61 2 8583 3040

All enquiries to Automic:

WECHAT:

<https://automicgroup.com.au/>

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

STEP 1 – How to vote

APPOINT A PROXY:

I/We being a Shareholder entitled to attend and vote at the Annual General Meeting of Dropsuite Limited, to be held virtually at **11.00am (AEST) on Wednesday, 26 May 2021** hereby:

Appoint the Chair of the Meeting (Chair) OR if you are not appointing the Chair of the Meeting as your proxy, please write in the box provided below the name of the person or body corporate you are appointing as your proxy or failing the person so named or, if no person is named, the Chair, or the Chair's nominee, to vote in accordance with the following directions, or, if no directions have been given, and subject to the relevant laws as the proxy sees fit and at any adjournment thereof.

[illegible]

The Chair intends to vote undirected proxies in favour of all Resolutions in which the Chair is entitled to vote.

Unless indicated otherwise by ticking the “for,” “against” or “abstain” box you will be authorising the Chair to vote in accordance with the Chair’s voting intention.

**AUTHORITY FOR CHAIR TO VOTE UNDIRECTED PROXIES ON REMUNERATION
RELATED RESOLUTIONS**

Where I/we have appointed the Chair as my/our proxy (or where the Chair becomes my/our proxy by default), I/we expressly authorise the Chair to exercise my/our proxy on Resolution 5 except where I/we have indicated a different voting intention below) even though Resolution 5 is connected directly or indirectly with the remuneration of a member of the Key Management Personnel, which includes the Chair.

VIRTUAL PARTICIPATION AT THE AGM:

The company is pleased to provide shareholders with the opportunity to attend and participate in a virtual Meeting through an online meeting platform powered by Automatic, where shareholders will be able to watch, listen, and vote online.

To access the virtual meeting:

1. Open your internet browser and go to **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**

Further information on how to do this is set out in the Notice of Meeting. The Explanatory Notes that accompany and form part of the Notice of Meeting describe the various matters to be considered.

STEP 2 – Your voting direction

Resolutions		For	Against	Abstain
1.	Adoption of the Remuneration Report	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Re-election of Director – Theo Hnarakis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Adoption of New Constitution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Adoption of Dropsuite 2021 Performance Rights Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Grant of 1,000,000 Performance Rights to Mr Charif Elansari, Managing Director of the Company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Approval of 10% Placement Facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Please note: If you mark the abstain box for a particular Resolution, you are directing your proxy not to vote on that Resolution on a show of hands or on a poll and your votes will not be counted in computing the required majority on a poll.</p>				

STEP 3 – Signatures and contact details

Individual or Securityholder 1	Securityholder 2	Securityholder 3
Sole Director and Sole Company Secretary	Director	Director / Company Secretary
Contact Name:		
Email Address:		
Contact Daytime Telephone		Date (DD/MM/YY)

By providing your email address, you elect to receive all of your communications despatched by the Company electronically (where legally permissible).