

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Anteris Technologies Ltd

ACN/ARSN 088 221 078

1. Details of substantial holder (1)

Name Medicus Sciences Acquisition Corp

ACN/ARSN (if applicable) N/A

The holder became a substantial holder on 5 February 2022

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

| Class of securities(4) | Number of securities | Person's votes (5) | Voting power (6) |
|----------------------------|----------------------|--------------------|------------------|
| Fully paid ordinary shares | 1,274,966 | 1,274,966 | 11.40% |

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

| Holder of relevant interest | Nature of relevant interest (7) | Class and number of securities |
|-----------------------------------|---|--------------------------------|
| Medicus Sciences Acquisition Corp | Relevant interest in 1,274,966 ordinary shares under sections 608(1)(b) and (c) of the Corporations Act 2001 (Cth) (the Act) pursuant to the Cooperation Deed with Sio Capital Management, LLC (the Cooperation Deed) attached as Annexure "A". | 1,274,966 ordinary shares |

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

| Holder of relevant interest | Registered holder of securities | Person entitled to be registered as holder | Class and number of securities |
|---|---------------------------------------|--|------------------------------------|
| Sio Capital Management LLC as investment manager of Sio Partners LP | Sio Partners LP | Sio Partners LP | 367,388 Fully paid Ordinary shares |
| Sio Capital Management LLC as investment manager of Sio Partners Master Fund LP | Sio Partners Master Fund LP | Sio Partners Master Fund LP | 227,639 Fully paid Ordinary shares |
| Sio Capital Management LLC as investment manager of Compass MAV LLC | Compass MAV LLC | Compass MAV LLC | 266,554 Fully paid Ordinary shares |
| Sio Capital Management LLC as investment manager of Compass Offshore MAV Limited | Compass Offshore MAV Limited | Compass Offshore MAV Limited | 163,285 Fully paid Ordinary shares |
| Sio Capital Management LLC as investment manager of Walleye Manager Opportunities LLC | Walleye Manager Opportunities LLC | Walleye Manager Opportunities LLC | 93,922 Fully paid Ordinary shares |
| Sio Capital Management LLC as investment manager of Walleye Opportunities Master Fund Ltd | Walleye Opportunities Master Fund Ltd | Walleye Opportunities Master Fund Ltd | 156,178 Fully paid Ordinary shares |

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

| Holder of relevant interest | Date of acquisition | Consideration (9) | | Class and number of securities |
|-----------------------------------|---------------------|-------------------|---|--------------------------------|
| | | Cash | Non-cash | |
| Medicus Sciences Acquisition Corp | 5 February 2022 | N/A | N/A – acquisition of relevant interest by virtue of Co-operation Deed | 1,274,966 ordinary shares |

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

| Name and ACN/ARSN (if applicable) | Nature of association |
|--|---|
| Medicus Sciences Acquisition Corp, Sio Capital Management LLC, Sio Partners LP, Sio Partners Master Fund LP, Compass MAV LLC, Compass Offshore MAV Limited, Walleye Manager Opportunities LLC, Walleye Opportunities Master Fund Ltd | Associates by virtue of section 12(2)(c) of the Corporations Act and the Co-operation Deed. |

7. Addresses

The addresses of persons named in this form are as follows:

| Name | Address |
|-----------------------------------|--|
| Medicus Sciences Acquisition Corp | 152 W. 57th Street, 20th Floor, New York, New York 10019 |
| SIO Capital Entities | 600 Third Avenue, 2nd Floor, New York, NY 10016 |

Signature

print name Michael Castor

sign here



capacity Managing Member of Sio Capital Management LLC (the Investment Manager)

date 8/02/22

DIRECTIONS

- 1 If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- 2 See the definition of "associate" in section 9 of the Corporations Act 2001.
- 3 See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- 4 The voting shares of a company constitute one class unless divided into separate classes.
- 5 The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- 6 The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- 7 Include details of:
 - a. any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of

any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and

- b. any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

- 8 If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- 9 Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Annexure 'A'

This is Annexure 'A' of 9 pages referred to in Form 603 - Notice of initial substantial holder, signed by me and dated 8 February 2022.

A handwritten signature in black ink, appearing to be 'MC' followed by a stylized flourish.

Michael Castor
Authorised officer

Co-operation Deed

Medicus Sciences Acquisition Corp

Sio Capital Management, LLC

Co-operation Deed

Date 8/02/2022

Parties **Medicus Sciences Acquisition Corp** of 152 W. 57th Street, Floor 20 New York, New York 10019 (**Medicus**)

Sio Capital Management, LLC of 600 Third Avenue, 2nd Floor, New York, NY 10016 (**Sio**)

Background

- A. Medicus is a special purpose acquisition company listed on NASDAQ.
- B. Medicus' sponsor is Medicus Sciences Holdings, LLC (**Sponsor**).
- C. Sio owns 48.709% of the issued share capital of the Sponsor. Medicus and Sio became associates under section 12(2)(c) of the Corporations Act on 5 February 2022 in connection with a submission by Medicus to Anteris Technologies Ltd (**Anteris**) to acquire Anteris pursuant to a scheme of arrangement (**Proposal**).
- D. Sio is a substantial shareholder in Anteris Technologies Ltd (**Anteris**).
- E. The parties have entered into this Deed to record the terms of their arrangements as it relates to Anteris.

Operative provisions

1. Definitions and Interpretation

1.1 Definitions

The following definitions apply (including in the Background) unless the context requires otherwise.

Business Day means a day other than a Saturday, Sunday, public or bank holiday in NSW, Australia and New York, United States of America.

Competing Proposal means an offer, proposal, expression of interest, transaction or arrangement which is proposed by a third party pursuant to which a third party will, if the offer, proposal, expression of interest, proposed transaction or arrangement is implemented:

- (a) acquire control of Anteris within the meaning of section 50AA of the Corporations Act; or
- (b) directly or indirectly acquire, merge with, or acquire (or have the right to so merge with or acquire) a significant economic interest in Anteris, whether by way of takeover offer, scheme of arrangement, shareholder approved acquisition, capital reduction, share buy-back, sale or purchase of a significant or material part of the assets, joint venture, reverse takeover, dual-listed company structure, recapitalisation or other synthetic merger or any other transaction or arrangement; or

would otherwise cause the Proposal to not proceed.

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

Exclusivity Period means the period from the date of this deed to the earliest of:

- (a) the date on which Medicus ceases to pursue the Proposal (which must be promptly notified to Sio);
- (b) if the board of directors of Anteris has rejected the Proposal, the date that Medicus has been advised that the Proposal is rejected; or
- (c) if a Scheme Implementation Deed is entered into with Anteris:
 - (i) the date of successful completion of the Proposal; or
 - (ii) the date on which the Scheme Implementation Deed has been terminated; or
- (d) the date 6 months after the date of this deed,

unless otherwise agreed in writing between all the parties to this deed.

Related Entity means, in relation to an entity (the **first entity**):

- (a) a subsidiary of the first entity;
- (b) an entity of which the first entity is a subsidiary; or
- (c) a subsidiary of another entity of which the first entity is also a subsidiary,

where, for the purposes of this definition, **subsidiary** has the meaning given in the Corporations Act, but an entity will also be taken to be a subsidiary of an entity if it is controlled by that entity (as defined in section 50AA of the Corporations Act).

Representative of a party means:

- (a) any Related Entity of the party; and
- (b) any:
 - (i) affiliate, director, officer or employee; or
 - (ii) professional adviser (including industry, technical or commercial consultant, financial adviser, legal adviser or accountant),

of the party or any of its Related Entities.

Scheme Implementation Deed means the agreement or deed (as the case may be) between Anteris and Medicus (and / or one more special purpose vehicles established by the parties) pursuant to which Anteris will be acquired via a scheme of arrangement.

Share means a share in the capital of Anteris.

1.2 Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
 - (b) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.
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- (c) Nothing in this Deed is to be interpreted against a party solely on the ground that the party put forward this Deed or a relevant part of it.
- (d) The following rules of interpretation apply unless the context requires otherwise.
 - (i) The singular includes the plural, and the converse also applies.
 - (ii) A gender includes all genders.
 - (iii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
 - (iv) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
 - (v) A reference to a party to this Deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
 - (vi) A reference to an agreement or document (including a reference to this Deed) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document, and includes the recitals, schedules and annexures to that agreement or document.
 - (vii) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
 - (viii) A reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
 - (ix) Unless defined in this Deed or the context requires otherwise, a word defined in the Corporations Act has the same meaning in this Deed.

1.3 Consents and approvals

If the doing of any act, matter or thing under this Deed is dependent on the consent or approval of a party or is within the discretion of a party, such consent or approval may be given or such discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion.

2. Exclusivity

- (a) Subject to clause 2(c), during the Exclusivity Period, a party must not, and must ensure that its Representatives do not directly or indirectly, except with the prior written consent of the other parties, enter into any agreement, arrangement or understanding (including but not limited to participating in any consortium, joint bidding structure and other structure) in relation to an actual, proposed or potential Competing Proposal.
 - (b) Subject to clause 2(c), during the Exclusivity Period, Sio agrees that it will not except with the prior written consent of Medicus:
 - (i) be involved in a Competing Proposal;
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- (ii) accept in respect of, sell or agree to sell any of, its Shares to a third party proposing or making a Competing Proposal;
 - (iii) vote in favour of a Competing Proposal; or
 - (iv) make any public announcement that it will accept or propose to accept, vote in favour of or otherwise support a Competing Proposal.
- (c) Subject to all applicable laws (including the Corporations Act), nothing in clause 2(a) or 2(b) shall in any way restrict or prohibit Sio from:
 - (i) acquiring or disposing Shares (or any interest in Shares) where it is required to pursuant to mandates with its investors; or
 - (ii) taking any action (including voting in favour of, or agreeing to sell any of its Shares) in connection with a superior Competing Proposal.

3. Termination

- (a) Subject to clause 3(b), this deed terminates at the end of the Exclusivity Period. On termination of this deed, this deed will have no further effect, other than as set out in clause 3(b).
- (b) Upon termination, this deed will have no further force or effect and the parties will have no further obligations under this deed, provided that each party will retain any accrued rights and remedies, including any rights and remedies it has or may have against the other party in respect of any past breach of this deed.

4. General

4.1 Waiver against Trust

Sio understands that as described in the final prospectus of Medicus, dated as of 12 February 2021 and filed with the U.S. Securities and Exchange Commission (File No. 333-251674) on 17 February 2021 (the **Prospectus**), Medicus has established a trust account (the **Trust Account**) containing the proceeds of its initial public offering (the **IPO**) and the overallotment shares acquired by its underwriters and from certain private placements occurring simultaneously with the IPO (including interest accrued from time to time thereon) for the benefit of Medicus's public shareholders (including overallotment shares acquired by SPAC's underwriters, the **Public Shareholders**), and that, except as otherwise described in the Prospectus, Medicus may disburse monies from the Trust Account only: (a) to the Public Shareholders in the event they elect to redeem their Medicus shares in connection with the consummation of Medicus's initial business combination (as such term is used in the Prospectus) (the **Business Combination**) or in connection with an extension of its deadline to consummate a Business Combination, (b) to the Public Shareholders if Medicus fails to consummate a Business Combination within twenty-four (24) months after the closing of the IPO, subject to extension by an amendment to Medicus's organizational documents, (c) with respect to any interest earned on the amounts held in the Trust Account, as permitted under Medicus's organizational documents and the Prospectus or (d) to Medicus after or concurrently with the consummation of a Business Combination. For and in consideration of Medicus entering into this Deed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Sio hereby agrees on behalf of itself and its affiliates that, notwithstanding anything to the contrary in this Deed, neither Sio nor any of its affiliates do now or shall at any time hereafter have any right, title, interest or claim of any kind in or to any monies in the Trust Account or distributions therefrom, or make any claim against the Trust Account (including any distributions therefrom), regardless of whether such claim arises as a result of, in connection with or relating in any way to, this Deed or any other matter,

and regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability (collectively, the **Released Claims**). Sio on behalf of itself and its affiliates hereby irrevocably waives any Released Claims that Sio or any of its affiliates may have against the Trust Account (including any distributions therefrom) now or in the future as a result of, or arising out of, any negotiations, contracts or agreements with Medicus or its Representatives and will not seek recourse against the Trust Account (including any distributions therefrom) for any reason whatsoever. Sio agrees and acknowledges that such irrevocable waiver is material to this Deed and specifically relied upon by Medicus and its affiliates to induce Medicus to enter into this Deed, and Sio further intends and understands such waiver to be valid, binding and enforceable against Sio and each of its affiliates under applicable law.

4.2 Amendment

This Deed may be amended only by another deed executed by all the parties.

4.3 Assignment

Neither party may assign any its rights or obligations under this Deed, or attempt or purport to do so, without the prior written consent of the other party (acting reasonably).

4.4 Notices

Any notice, demand, consent or other communication (a **Notice**) given or made under this Deed:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender (or in the case of email, set out the full name and position or title of the sender or person duly authorised by the sender);
 - (b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand, or email to the address, or email address below or the address, or email address last notified by the intended recipient to the sender:
 - (i) to Medicus: 152 W. 57th Street, Floor 20 New York, New York 10019
Attention: Eric Cheng
Email: <mailto:echeng@medicusspac.com>
 - (ii) to Sio: 600 Third Avenue, 2nd F, New York, NY 10016
Attention: Michael Castor
Email: michael.castor@siocapital.com
 - (c) will be conclusively taken to be duly given or made:
 - (i) in the case of delivery in person, when delivered;
 - (ii) in the case of delivery by post, two Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country);
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- (iii) in the case of email, the earlier of:
- A. the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;
 - B. the time that the email is first opened or read by the intended recipient, or an employee or officer of the intended recipient; and
 - C. two hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that two hour period, an automated message that the email has not been delivered,

but if the result is that a Notice would be taken to be given or made on a day that is not a Business Day in the place specified by the intended recipient as its postal address under clause 4.4(b) or:

- A. in the case of delivery by hand or post, at a time that is later than 5pm; or
- B. in the case of delivery by email, at a time that is later than 7pm,

in the place specified by the intended recipient as its postal address under clause 4.4(b), it will be conclusively taken to have been duly given or made at the start of business on the next Business Day in that place.

4.5 Entire Agreement

This Deed contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings relied on by the parties in connection with its subject matter.

4.6 Further assurances

Each party must do anything necessary (including executing agreements and documents) to give full effect to this Deed and the transactions contemplated by it.

4.7 Governing law and jurisdiction

This Deed is governed by the laws of New South Wales. In relation to it and related non-contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

4.8 Severability of provisions

Any provision of this Deed which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this Deed nor affect the validity or enforceability of that provision in any other jurisdiction.

4.9 No waiver

A failure to exercise or a delay in exercising any right, power or remedy under this Deed does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right,

power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

4.10 No merger

The rights and obligations of the parties will not merge on completion of any transaction contemplated by this Deed. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing a transaction.

4.11 Costs

Each party must bear its own costs arising out of the negotiation, preparation and execution of this Deed.

4.12 Counterparts

This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument. The parties agree that an electronic copy of a counterpart received from a party will be regarded as an original copy of that counterpart received from that party.

Executed as a deed

Executed by Medicus Sciences Acquisition Corp:

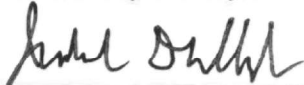


Signature of authorised officer

ERIC B. CHENG

Full name of authorised officer

Executed by Sio Capital Management, LLC:



Signature of authorised officer

Judah Drillick

Full name of authorised officer
