

## LETTER TO SHAREHOLDERS

### NOTICE OF GENERAL MEETING AND PROXY FORM

Wellfully Limited (ASX: WFL) (**Wellfully** or **Company**), the world's first fully-integrated, science-based wellness company, advises that a General Meeting (**Meeting**) will be held at 10am WST on Tuesday, 27 September 2022 at Everest Boardroom, Nexia Perth, Level 3, 88 William Street, Perth, Western Australia.

As permitted by the *Corporations Act 2001* (Cth), the Company will not be dispatching physical copies of the Notice of Meeting unless the shareholder has made a valid election to receive documents in hard copy. Instead, the Notice of Meeting and accompanying explanatory statement (**Meeting Materials**) are being made available to shareholders electronically and can be viewed and downloaded at the following link: <https://wellfully.net/asx-announcements/>.

A copy of a letter mailed to all shareholders, along with a copy of the Notice of Meeting and Proxy Form, is attached below.

This release has been issued with the authorisation of the Board.

Henko Vos  
Company Secretary  
Wellfully Limited

### ABOUT WELLFULLY

Wellfully is a fully integrated, science-based wellness company. In addition to our own-brands, RÉDUIT and SWISSWELL, we also offer a portfolio of proprietary technologies and support partners by providing IP and expertise in magnetic array design, feasibility and efficacy, and claims testing, engineering and production.

- Ends -

29 August 2022

Dear Shareholder

## GENERAL MEETING – NOTICE AND PROXY FORM

Notice is given that a General Meeting (**Meeting**) of Shareholders of Wellfully Limited (ACN 056 482 636) (ASX: WFL) (**Wellfully** or the **Company**) will be held as follows:

**Time and date:** 10am (Perth time) on Tuesday, 27 September 2022

**Location:** Everest Boardroom, Nexia Perth, Level 3, 88 William Street, Perth, Western Australia

As permitted by the *Corporations Act 2001* (Cth), the Company will not be dispatching physical copies of the Notice of Meeting unless the shareholder has made a valid election to receive documents in hard copy. Instead, the Notice of Meeting and accompanying explanatory statement (**Meeting Materials**) are being made available to shareholders electronically and can be viewed and downloaded at the following link: <https://wellfully.net/asx-announcements/>.

For those shareholders that have not elected to receive notices by email, a copy of your personalised Proxy Form is enclosed for your convenience. Please complete and return the attached Proxy Form to the Company's share registry, Automic, using any of the following methods:

**Online:** <https://investor.automic.com.au/#loginsah>

**By Mail:** Automic, GPO Box 5193, Sydney, NSW, 2001, Australia

**In Person:** Automic, Level 5, 126 Phillip Street, Sydney, NSW

**By Fax:** 02 8583 3040 (within Australia) or +61 2 8583 3040 (outside Australia)

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

# WELLFULLY

---

Your proxy voting instruction must be received by 10am (Perth time) on Sunday, 25 September 2022, 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. The Company strongly encourages all shareholders to submit their personalised Proxy Form as instructed prior to the Meeting.

The Meeting Materials should be read in their entirety. If shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.

If you have difficulties obtaining a copy of the Meeting Materials, please contact the Company's share registry, Automic, on 1300 288 664 (within Australia) or + 61 2 9698 5414 (outside Australia).

On behalf of the Board of Directors.

Henko Vos  
Company Secretary  
Wellfully Limited

---

**Directors**  
Mr Paul Peros  
Mr Steven Schapera  
Mr Jeffrey Edwards

**CFO**  
Mr Sergej Dolezil  
  
**Company Secretary**  
Mr Henko Vos

**Registered Office**  
284 Oxford Street  
Leederville  
Western Australia  
6007

**Contact**  
Tel: +61 8 9443 3011  
[www.wellfully.net](http://www.wellfully.net)  
ABN: 72 056 482 636

**WELLFULLY LIMITED**  
**(ACN 056 482 636)**

**NOTICE OF GENERAL MEETING**

**Meeting to be held at the offices of RSM Perth at Everest Boardroom, Nexia Perth, Level 3,  
88 William Street, Perth Western Australia  
on Tuesday, 27 September 2022 commencing at 10.00am (Perth time), and via webcast.**

**This Notice and Explanatory Statement should be read in its entirety.**

**Shareholders are urged to attend or vote by lodging the Proxy Form attached to this Notice.**

**If Shareholders are in doubt as to how to vote, they should seek advice from their  
accountant, solicitor or other professional adviser without delay.**

# WELLFULLY LIMITED (ACN 056 482 636)

## NOTICE OF GENERAL MEETING

---

Notice is hereby given that a general meeting of Wellfully Limited (ACN 056 482 636) will be held at Everest Boardroom, Nexia Perth, Level 3, 88 William Street, Perth Western Australia on Tuesday, 27 September 2022 commencing at 10.00am (Perth time), and virtually via Automic Share Registry's platform.

Shareholders can also participate in the General Meeting online and watch the webcast, where there would be an opportunity to ask questions during or at the conclusion of the meeting.

Shareholders are also encouraged to send questions to the Company prior to the meeting to help streamline the General Meeting, by submitting questions to [kira.bradbury@advisir.com.au](mailto:kira.bradbury@advisir.com.au).

To view the meeting and any update on activities on-line, shareholders can pre-register for access to the meeting, via Automic, through the following link:

[https://us02web.zoom.us/webinar/register/WN\\_nrsyRK5iRjQYe38dKvNJEw](https://us02web.zoom.us/webinar/register/WN_nrsyRK5iRjQYe38dKvNJEw).

Shareholders are also encouraged to submit their proxy forms prior to the meeting as the AGM will not accommodate live voting, other than for those shareholders present in person.

Terms and abbreviations used in this Notice are defined in the Glossary in the Explanatory Statement attached to this Notice.

## AGENDA

---

### Ordinary Business

#### 1. Resolution 1 – Ratification of Options issue of 29 December 2021 – Candour Advisory

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an ordinary resolution:

*“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 2,000,000 WFLO Options to Candour Advisory or its nominees on the terms and conditions set out in the Explanatory Statement.”*

#### 2. Resolution 2 – Ratification of Options issue of 29 December 2021 – 61 Financial

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an ordinary resolution:

*“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 2,000,000 WFLO Options to 61 Financials or its nominees on the terms and conditions set out in the Explanatory Statement.”*

#### 3. Resolution 3 – Ratification of Shares issue of 29 December 2021 – Paul Peros

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an ordinary resolution:

*“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 1,068,160 Shares to Mr Paul Peros or his nominee under Listing Rule 7.1 at an issue price of \$0.071 per share on 29 December 2021 on the terms and conditions set out in the Explanatory Statement.”*

**4. Resolution 4 – Ratification of Shares issue of 29 December 2021 – Ignas Gargalevicius**

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an ordinary resolution:

*“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 450,250 Shares to Mr Ignas Gargalevicius or his nominee under Listing Rule 7.1 at an issue price of \$0.062 on the terms and conditions set out in the Explanatory Statement.”*

**5. Resolution 5 – Ratification of Options issue of 2 March 2022 – Candour Advisory**

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an ordinary resolution:

*“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 3,000,000 WFLO Options to Candour Advisory or its nominees on the terms and conditions set out in the Explanatory Statement.”*

**6. Resolution 6 – Ratification of Shares issue of 12 May 2022 – Sophisticated Investors**

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an ordinary resolution:

*“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 3,600,000 Shares to the Sophisticated Investors or their nominees under Listing Rule 7.1A at an issue price of \$0.08 on the terms and conditions set out in the Explanatory Statement.”*

**7. Resolution 7 – Ratification of Shares issue of 4 July 2022 – Sophisticated Investors**

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an ordinary resolution:

*“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 2,600,000 Shares to the Sophisticated Investors or their nominees under Listing Rule 7.1 at an issue price of \$0.05 on the terms and conditions set out in the Explanatory Statement.”*

**8. Resolution 8 – Ratification of Shares issue of 7 July 2022 – Sophisticated Investors**

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an ordinary resolution:

*“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 2,000,000 Shares to the Sophisticated Investors or their nominees under Listing Rule 7.1 at an issue price of \$0.05 on the terms and conditions set out in the Explanatory Statement.”*

**9. Resolution 9a – Ratification of Shares issue of 11 August 2022 – GGY**

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an ordinary resolution:

*“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 258,013 Shares to GGY or its nominee under Listing Rule 7.1 at an issue price of \$0.0386 on the terms and conditions set out in the Explanatory Statement.”*

**10. Resolution 9b – Ratification of Shares issue of 11 August 2022 – GGY**

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an ordinary resolution:

*“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 3,278,987 Shares to GGY or its nominee under Listing Rule 7.1A at an issue price of \$0.0386 on the terms and conditions set out in the Explanatory Statement.”*

**11. Resolution 10 – Approval of Share issue to GGY**

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an ordinary resolution:

*“That, for the purposes of ASX Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of Shares to GGY or its nominee in settlement of \$550,000 fees on the terms and conditions set out in the Explanatory Statement.”*

**12. Resolution 11 – Approval of Option issue to GGY**

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an ordinary resolution:

*“That, for the purposes of ASX Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of 11,230,000 Options at \$0.15 per Option to GGY or its nominee on the terms and conditions set out in the Explanatory Statement.”*

**13. Resolution 12 – Approval of Option issue to GGY**

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an ordinary resolution:

*“That, for the purposes of ASX Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of 8,070,000 Options at \$0.15 per Option to GGY or its nominee on the terms and conditions set out in the Explanatory Statement.”*

**14. Resolution 13 – Potential Placement – Pre-Approval of Share issue to Raise up to \$3 million**

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an ordinary resolution:

*“That, for the purposes of ASX Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of Shares to raise up to \$3 million for a price to be determined by the Directors to the persons and entities described and otherwise on the terms and conditions set out in the Explanatory Statement.”*

**Voting Exclusion Statements for Resolutions 1 to 9:**

For each of Resolutions 1 to 9 inclusive, the Company will disregard any votes cast in favour of these Resolutions by or on behalf of:

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

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

- (a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or
- (b) the chair of the meeting as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the chair to vote on the Resolution as the chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - (i) 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

- (ii) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

### **Voting Exclusion Statements for Resolutions 10 to 13:**

For each of Resolutions 10 to 13 inclusive, the Company will disregard any votes cast in favour of these Resolutions by or on behalf of:

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

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

- (i) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or
- (ii) the chair of the meeting as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the chair to vote on the Resolution as the chair decides; or
- (iii) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - 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.

### **Explanatory Statement**

The accompanying Explanatory Statement forms part of this Notice and should be read in conjunction with it.

Shareholders are specifically referred to the Glossary in the Explanatory Statement which contains definitions of capitalised terms used in this Notice and the Explanatory Statement.

### **Proxies**

Please note that:

- (a) a Shareholder entitled to attend and vote at the Meeting is entitled to appoint a proxy;
- (b) a proxy need not be a member of the Company;
- (c) a Shareholder may appoint a body corporate or an individual as its proxy;
- (d) a body corporate appointed as a Shareholder's proxy may appoint an individual as its representative to exercise any of the powers that the body may exercise as the Shareholder's proxy; and
- (e) Shareholders entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise, but where the proportion or number is not specified, each proxy may exercise half of the votes.



The enclosed proxy form provides further details on appointing proxies and lodging proxy forms. If a Shareholder appoints a body corporate as its proxy and the body corporate wishes to appoint an individual as its representative, the body corporate 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. The authority may be sent to the Company or its share registry in advance of the Meeting or handed in at the Meeting when registering as a corporate representative.

### **Voting Entitlements**

The Directors have determined pursuant to Regulation 7.11.37 of the *Corporations Regulations 2001 (Cth)* that the persons eligible to vote at the Meeting are those who are registered Shareholders at 5:00pm (Perth time) on Sunday, 18 September 2022.

### **Corporate Representative**

Any corporate Shareholder who has appointed a person to act as its corporate representative at the 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. The authority may be sent to the Company Secretary in advance of the Meeting or handed in at the Meeting when registering as a corporate representative. An appointment of Corporate Representative form is enclosed if required.

By order of the Board



Mr Paul Peros  
Chairman  
26 August 2022

## EXPLANATORY STATEMENT

---

### 1. Resolutions 1 to 9 – Ratification of prior issues

#### 1.1 General

Resolutions 1 to 9 seek shareholder ratification of the following issues:

- (a) **(Resolution 1):** 2,000,000 WFLO Options on 29 December 2021 at an issue price of \$0.0001 per WFLO Option in exchange for corporate advisory services to the nominees of Candour Advisory, which is considered to be 'material' for the purposes of section 7.4 of ASX Guidance Note 21;
- (b) **(Resolution 2):** 2,000,000 WFLO Options on 29 December 2021 at an issue price of \$0.0001 per WFLO Option in exchange for corporate advisory services to the nominees of 61 Financial, which is considered to be 'material' for the purposes of section 7.4 of ASX Guidance Note 21;
- (c) **(Resolution 3):** 1,068,160 Shares on 29 December 2021 at an issue price of \$0.071 per Share in lieu of salary to the nominee of Paul Peros (then, Chief Executive Officer, and now Chairman and Chief Executive Officer), who is considered to be 'material' for the purposes of section 7.4 of ASX Guidance Note 21;
- (d) **(Resolution 4):** 450,250 Shares on 29 December 2021 in exchange for consultancy services to the nominee of Ignas Gargalevicius, who is considered to be 'material' for the purposes of section 7.4 of ASX Guidance Note 21;
- (e) **(Resolution 5):** 3,000,000 WFLO Options on 2 March 2022 at an issue price of \$0.0001 per WFLO Option in exchange for corporate advisory services to the nominees of Candour Advisory, which is considered to be 'material' for the purposes of section 7.4 of ASX Guidance Note 21;
- (f) **(Resolution 6):** 3,600,000 Shares on 12 May 2022 at an issue price of \$0.08 per Share to the nominees of the Sophisticated Investors, who are not considered to be 'material' for the purposes of section 7.4 of ASX Guidance Note 21;
- (g) **(Resolution 7):** 2,600,000 Shares on 4 July 2022 at an issue price of \$0.05 per Share to the nominees of the Sophisticated Investors, who are not considered to be 'material' for the purposes of section 7.4 of ASX Guidance Note 21;
- (h) **(Resolution 8):** 2,000,000 Shares on 7 July 2022 at an issue price of \$0.05 per Share to the nominees of the Sophisticated Investors, who are not considered to be 'material' for the purposes of section 7.4 of ASX Guidance Note 21;
- (i) **(Resolution 9a):** 258,013 Shares on 11 August 2022 at an issue price of \$0.0386 per Share to the nominee of GGY which is not considered to be 'material' for the purposes of section 7.4 of ASX Guidance Note 21, and
- (j) **(Resolution 9b):** 3,278,987 Shares on 11 August 2022 at an issue price of \$0.0386 per Share to the nominee of GGY which is not considered to be 'material' for the purposes of section 7.4 of ASX Guidance Note 21.

#### 1.2 Purpose of approvals

Approval for the ratification of the issue of the equity securities pursuant to Resolutions 1 to 9 is sought for the purposes of Listing Rule 7.4 and for all other purposes.

#### 1.3 Listing Rule 7.4

Listing Rule 7.1 provides that a company must not issue or agree to issue during any 12-month period any equity securities, or other securities with rights to conversion to equity, if the number of those securities exceeds 15% of the number of securities in the same class on issue at the commencement of that 12-month period without shareholder approval.

Listing Rule 7.4 provides that where an issue of securities made without Shareholder approval under Listing Rule 7.1 is subsequently approved by Shareholders (and the issue did not breach Listing Rule 7.1), the issue of securities will be treated as having been made with approval for the purpose of Listing Rule 7.1.

By ratifying the issue of equity securities, the Company will retain the flexibility to issue equity securities in the future up to the 15% annual placement capacity under Listing Rule 7.1 and the additional 10% annual placement facility under Listing Rule 7.1A without the requirement to obtain prior Shareholder approval. If the issues of equity securities are not ratified, the Company will not have this flexibility until 12 months from the date of issue has passed.

#### **1.4 Technical information required by ASX Listing Rule 7.5**

Pursuant to and in accordance with ASX Listing Rule 7.5, the following information is provided in relation to the ratifications:

##### **(a) Resolution 1**

- (i) The WFLO Options were issued to the nominee of Candour Advisory.
- (ii) 2,000,000 listed WFLO Options were issued utilising the Company's share capacity under Listing Rule 7.1.
- (iii) The WFLO Options are listed options (each) to acquire a Share, and each exercisable on or before 31 March 2023 and with an exercise price of \$0.15. The full terms and conditions of the WFLO Options are set out in Schedule 3.
- (iv) The WFLO Options were issued on 29 December 2021.
- (v) The issue price per WFLO Option was \$0.0001 and the Company received \$200 for the issue of WFLO Options to Candour Advisory.
- (vi) The WFLO Options were issued in exchange for corporate advisory services.
- (vii) The material terms of the agreement pursuant to which the WFLO Options were issued are set out in Part A of Schedule 1.
- (viii) A voting exclusion statement is included in the Notice.

##### **(b) Resolution 2**

- (i) The WFLO Options were issued to the nominee of 61 Financial.
- (ii) 2,000,000 WFLO Options were issued utilising the Company's share capacity under Listing Rule 7.1.
- (iii) The WFLO Options are listed options (each) to acquire a Share, and each exercisable on or before 31 March 2023 and with an exercise price of \$0.15. The full terms and conditions of the WFLO Options are set out in Schedule 3.
- (iv) The WFLO Options were issued on 29 December 2021.
- (v) The issue price per WFLO Option was \$0.0001 and the Company received \$200 for the issue of WFLO Options to 61 Financial.
- (vi) The WFLO Options were issued in exchange for corporate advisory services.
- (vii) The material terms of the agreement pursuant to which the WFLO Options were issued are set out in Part B of Schedule 1.
- (viii) A voting exclusion statement is included in the Notice.

(c) **Resolution 3**

- (i) The Shares were issued to the nominee of Paul Peros (then, Chief Executive Officer, and now Chairman and Chief Executive Officer).
- (ii) 1,068,160 Shares were issued utilising the Company's share capacity under Listing Rule 7.1.
- (iii) The Shares issued were all fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.
- (iv) The Shares were issued on 29 December 2021.
- (v) The issue price per Share was \$0.071.
- (vi) The Shares were issued in lieu of payment of \$75,839 of salary covering the period May 2021 to December 2021.
- (vii) The Shares were issued under Mr Peros' June 2019 service agreement, which remained unchanged on his promotion on 20 April 2020 from Head of Devices to Chief Operating Officer. The service agreement includes the following key terms:
  - Mr Peros is engaged on a full time basis.
  - Remuneration is set at EUR30,000 per month which is to be paid by a combination of cash and Shares, with EUR24,000 in cash and EUR 6,000 in Shares. The equity component will be provided to Mr Peros twice annually at a 30-day volume weighted average price value, discounted by 10%.
  - Subject to the achievement of the following milestones, Mr Peros will be entitled to a six-month bonus:
    - The first milestone target being the commercial go-live and first sales of devices, and
    - The second milestone target being the cumulative positive cashflow from operations of the device business.
- (viii) A voting exclusion statement is included in the Notice.

(d) **Resolution 4**

- (i) The Shares were issued to the nominee of Ignas Gargalevicius.
- (ii) 450,250 Shares were issued utilising the Company's share capacity under Listing Rule 7.1.
- (iii) The Shares issued were all fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.
- (iv) The Shares were issued on 29 December 2021.
- (v) The issue price per Share was \$0.062.
- (vi) The Shares were issued under an agreement in exchange for marketing, advertising and e-commerce activities and services provided to the Company.
- (vii) The material terms of the agreement pursuant to which the Shares were issued are set out in Part C of Schedule 1.
- (viii) A voting exclusion statement is included in the Notice.

(e) **Resolution 5**

- (i) The WFLO Options were issued to the nominee of Candour Advisory.

- (ii) 3,000,000 WFLO Options were issued utilising the Company's share capacity under Listing Rule 7.1.
- (iii) The WFLO Options are listed options (each) to acquire a Share, and each exercisable on or before 31 March 2023 and with an exercise price of \$0.15. The full terms and conditions of the WFLO Options are set out in Schedule 3.
- (iv) The WFLO Options were issued on 2 March 2022.
- (v) The issue price per WFLO Option was \$0.0001 and the Company received \$300 for the issue of WFLO Options to Candour Advisory.
- (vi) The WFLO Options were issued in exchange for corporate advisory services.
- (vii) The material terms of the agreement pursuant to which the WFLO Options were issued are set out in Part A of Schedule 1.
- (viii) A voting exclusion statement is included in the Notice.

(f) **Resolution 6**

- (i) The Shares were issued to a number of Sophisticated Investors, all who were existing shareholders of the Company who approached the Company to subscribe for Shares (but none which are related or substantial shareholders). The Company did not use a broker or lead manager for the placement. None of the participants in the placement were material investors that are required to be disclosed under section 7.4 of Guidance Note 21.
- (ii) 3,600,000 Shares were issued utilising the Company's share capacity under Listing Rule 7.1A.
- (iii) The Shares issued were all fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.
- (iv) The Shares were issued on 12 May 2022.
- (v) The issue price per Share was \$0.08 and the Company received \$288,000 from the issue of the Shares.
- (vi) The Company has used the funds raised towards its development of existing products, scaling the Company's product and industrial platforms and for working capital purposes.
- (vii) The Shares were issued under a share placement. There were no other material terms to the issue.
- (viii) A voting exclusion statement is included in the Notice.

(g) **Resolution 7**

- (i) The Shares were issued to a number of Sophisticated Investors, all who were existing shareholders of the Company who approached the Company to subscribe for Shares (but none which are related or substantial shareholders). The Company did not use a broker or lead manager for the placement. None of the participants in the placement were material investors that are required to be disclosed under section 7.4 of Guidance Note 21.
- (ii) 2,600,000 Shares were issued utilising the Company's share capacity under Listing Rule 7.1.
- (iii) The Shares issued were all fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.
- (iv) The Shares were issued on 4 July 2022.

- (v) The issue price per Share was \$0.05 and the Company received \$130,000 from the issue of the Shares.
- (vi) The Company has used the funds raised towards its development of existing products, scaling the Company's product and industrial platforms and for working capital purposes.
- (vii) The Shares were issued under a share placement. There were no other material terms to the issue.
- (viii) A voting exclusion statement is included in the Notice.

(h) **Resolution 8**

- (i) The Shares were issued to a number of Sophisticated Investors, all who were existing shareholders of the Company who approached the Company to subscribe for Shares (but none which are related or substantial shareholders). The Company did not use a broker or lead manager for the placement. None of the participants in the placement were material investors that are required to be disclosed under section 7.4 of Guidance Note 21.
- (ii) 2,000,000 Shares were issued utilising the Company's share capacity under Listing Rule 7.1.
- (iii) The Shares issued were all fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.
- (iv) The Shares were issued on 7 July 2022.
- (v) The issue price per Share was \$0.05 and the Company received \$100,000 from the issue of the Shares.
- (vi) The Company has used the funds raised towards its development of existing products, scaling the Company's product and industrial platforms and for working capital purposes.
- (vii) The Shares were issued under a share placement. There were no other material terms to the issue.
- (viii) A voting exclusion statement is included in the Notice.

(i) **Resolution 9a and 9b**

- (i) The Shares were issued to the nominee of GGY.
- (ii) For Resolution 9a): 258,017 Shares were issued utilising the Company's share capacity under Listing Rule 7.1, the subject of Resolution 9a.  
  
For Resolution 9b): 3,278,987 Shares were issued utilising the Company's share capacity under Listing Rule 7.1A, the subject of Resolution 9b.
- (iii) The Shares issued were all fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.
- (iv) The Shares were issued on 11 August 2022.
- (v) The issue price per Share was \$0.0386 raising a combined total of \$136,528 before costs.
- (vi) The Shares were issued in accordance with a capital call made by the Company under the Capital Commitment Agreement and was mainly used for working capital purposes.
- (vii) The material terms of the Capital Commitment Agreement is set out in Part D of Schedule 1 of this Notice, following the submission of a capital call notice to GGY.
- (viii) A voting exclusion statement is included in the Notice.

## 1.5 Technical information required for Listing Rule 14.1A

### Resolutions 1 to 5 and 7 to 9(a)

In each case, if one of Resolutions 1 to 5 and 7 to 9(a) is passed, the equity securities issued by the Company will be excluded from the calculation of the Company's 15% issue capacity in Listing Rule 7.1, effectively increasing the number of equity securities the Company can issue without Shareholder approval over the 12-month period following the date of issue.

In each case, if one of Resolutions 1 to 5 and 7 to 9(a) is not passed, the equity securities issued by the Company will be included in the calculation of the Company's 15% issue capacity in Listing Rule 7.1, effectively decreasing the number of equity securities the Company can issue without Shareholder approval over the 12-month period following the date of issue.

### Resolutions 6 and 9(b)

In each case, if one of Resolutions 6 and 9(b) is passed, the issue will be excluded from the calculation of the Company's additional 10% issue capacity in Listing Rule 7.1A effectively increasing the number of equity securities the Company can issue without Shareholder approval over the 12-month period following the date of issue.

In each case, if one of Resolutions 6 and 9(b) is not passed, the issue will be included in the calculation of the Company's additional 10% issue capacity in Listing Rule 7.1A effectively decreasing the number of equity securities the Company can issue without Shareholder approval over the 12-month period following the date of issue.

## 1.6 Recommendations

The Board, excluding Mr Paul Peros, recommends that Shareholders vote in favour of Resolution 3.

The Board recommends that Shareholders vote in favour of Resolutions 1, 2 and 4 to 9.

## 2. Resolutions 10-12 – Issue of Shares and Options to GGY

### 2.1 General

Resolutions 10 to 12 seek shareholder approval of the following issues:

- (a) **(Resolution 10):** Approval for the issue of Shares to GGY or its nominee in settlement of \$550,000 fees on the terms and conditions set out in the Explanatory Statement, with the number of Shares to be determined in line with the formula set out in Section 2.4 (a)(v) below;
- (b) **(Resolution 11):** 11,230,000 Options at \$0.15 per Option in accordance with the Capital Commitment Agreement to the nominees of GGY; and
- (c) **(Resolution 12):** 8,070,000 Options at \$0.15 per Option in accordance with the Capital Commitment Agreement to the nominees of GGY.

### 2.2 Purpose of approvals

On 2 May 2022, the Company announced that it had secured capital commitments of up to A\$55 million over a three year period from Luxembourg based GEM Global Yield LLC SCS ("GGY").

The Company agreed to pay a fee of A\$550,000 to GGY in connection with the Capital Commitment Agreement. Wellfully may choose to pay part or all of this fee in shares calculated at 95% of the volume weighted average price of Wellfully shares during the 15 consecutive trading days prior to payment.

Resolution 10 seeks approval for the issue of shares to GGY in settlement of the fee payable under the Capital Commitment Agreement.

In addition, the Company agreed to issue to GGY or its nominee 19.3 million options, each exercisable by the option holder into one Wellfully share at an exercise price of \$0.15 within 5 years from grant date.

The options will be issued utilising the Company's issue capacity under Listing Rule 7.1. If on 30 April 2023 the volume weighted average price of Wellfully shares for the 5 trading days immediately preceding 30 April 2023 (Market Price) is \$0.135 or less, then the exercise price will be adjusted to an amount equal to 105% of the Market Price.

The Company propose to issue the 19.3 million options to GGY in two tranches and seeks approval for the issue of 11,230,000 (Resolution 11) and 8,070,000 (Resolution 12) Options respectively.

The Company does not currently have sufficient placement capacity under Listing Rule 7.1 or 7.1A to issue the Shares and/or \$0.15 Options contemplated under Resolutions 10 to 12. Resolution 10 to 12 accordingly seeks pre-approval from Shareholders to issue the Shares and Options described in Section 2 of this Notice. Should the relevant approvals not be obtained, the Company will not be able to issue the Shares or \$0.15 Options until it has sufficient placement capacities under Listing Rules 7.1 or Listing Rule 7.1A. In addition, the Company may then be required to settle these liabilities in cash, which would negatively impact the Company's cash reserves.

## 2.3 Listing Rule 7.1

Listing Rule 7.1 provides that a company must not issue or agree to issue during any 12-month period any equity securities, or other securities with rights to conversion to equity, if the number of those securities exceeds 15% of the number of securities in the same class on issue at the commencement of that 12-month period without shareholder approval.

## 2.4 Technical information required by Listing Rule 7.3

The Shares and Options to be issued pursuant to Resolutions 10-12 are intended to be issued following approval of Shareholders pursuant to Listing Rule 7.1.

For the purposes of Listing Rule 7.3, the following information is provided to Shareholders:

### (a) Resolution 10

- (i) The Shares are to be issued to GGY or its nominee. GGY is not considered a material investor for the purpose of paragraph 7.2 of ASX Guidance Note 21.
- (ii) The actual number of Shares to be issued is unknown at the date of this Notice with the number to be issued to be calculated as the fees settled in cash (up to \$550,000) divided by the share price, which will be calculated as 95% of the volume weighted average price (VWAP) of Wellfully shares during the 15 consecutive trading days prior to payment.

The table below shows the number of Shares that may be issued and the total number of Shares on issue after that issue at a 15 day VWAP of \$0.041, adjusted to \$0.038 (being 95% of \$0.41). The table also indicates the number of Shares that will be issued assuming an 50% increase (\$0.06) and a 50% decrease (\$0.027) to the VWAP of \$0.041.

	<b>At an assumed Share price of \$0.027 (being a 50% decrease to the VWAP of \$0.041)</b>	<b>At an assumed 95% VWAP of \$0.038</b>	<b>At an assumed Share price of \$0.06 (being a 50% increase to the VWAP of \$0.041)</b>
<b>Number of Shares issued at relevant share price</b>	20,370,370	14,473,684	9,166,667
<b>Total number of Shares on issue after settlement of CGY fee<sup>1</sup></b>	299,067,600	293,170,914	287,863,897

<sup>1</sup> Based on the Company currently having 278,697,230 Shares on issue, no Options being exercised, and no other Shares having been issued.



- (iii) The Shares issued will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.
- (iv) The Shares are to be issued no later than 3 months after the date of the Meeting.
- (v) Should Wellfully choose to pay part or all of this fee in shares, the share price will be calculated at 95% of the volume weighted average price of Wellfully shares during the 15 consecutive trading days prior to payment.
- (vi) The Shares are to be issued in lieu of the A\$550,000 fee due to GGY under the Capital Commitment Agreement. The Company may choose to pay all or part of this by Shares, which is the most likely method in order to preserve cash.
- (vii) The material terms of the Capital Commitment Agreement is set out in Part D of Schedule 1 of this Notice.
- (viii) A voting exclusion statement is included in the Notice.

(b) **Resolution 11 and 12**

- (i) The \$0.15 Options are to be issued to GGY or its nominee.
- (ii) Resolution 11  
  
11,230,000 Options at \$0.15 per Option are to be issued.  
  
Resolution 12  
  
8,070,000 Options at \$0.15 per Option are to be issued.
- (iii) The \$0.15 Options are unlisted options each exercisable on or before 30 April 2027 and with an exercise price of \$0.15, unless adjusted as set out in section 2.2 of this Notice. The full terms and conditions of the \$0.15 Options are set out in Schedule 2.
- (iv) The \$0.15 Options are to be issued no later than 3 months after the date of the Meeting.
- (v) The Options are to be issued as part of the Capital Commitment Agreement entered into on 30 April 2022 with GGY. The Company will not raise any funds for the issue of the Options unless the Options are converted into Shares at a future date. On the assumption that the exercise price remains \$0.15 per Option, the Company will raise \$2,895,000 in new funds should all Options under Resolutions 11 (\$1,684,500) and Resolution 12 (\$1,210,500) be converted into Shares.
- (vi) The Company intends to use the funds raised towards its development of existing products, acquisition of new industry collaboration projects, scaling the Company's product and industrial platforms, and for working capital purposes.
- (vii) The material terms of the Capital Commitment Agreement is set out in Part D of Schedule 1 of this Notice. The terms of the \$0.15 Options are set out in the Schedule 2 of this Notice.
- (viii) A voting exclusion statement is included in the Notice.

## 2.5 Technical information required for Listing Rule 14.1A

In each case, if one of Resolutions 10 to 12 is passed, the equity securities issued by the Company will be excluded from the calculation of the Company's 15% issue capacity in Listing Rule 7.1, effectively increasing the number of equity securities the Company can issue without Shareholder approval over the 12-month period following the date of issue (or agreement to issue) of the equity securities.

In each case, if one of Resolutions 10 to 12 is not passed, as the Company does not currently have sufficient capacity, then it would not be able to issue the securities.

### **3. Resolution 13 – Potential Placement – Pre-approval of Share issue to Raise up to \$3 million**

#### **3.1 General**

Resolution 13 seeks shareholder pre-approval of a Share issue to raise up to \$3 million.

If the Resolution is approved, funds raised from the proposed Placement will allow the Company various options to access the growth capital needed to continue work in executing the following development goals:

(a) **RÉDUIT:**

- (i) Expanding the commercial presence across 2,300 preferred points-of sale with selected premium beauty retailers; and
- (ii) Completing the RÉDUIT range across devices, pods and enhanced delivery patches.

(b) **SWISSWELL:**

- (i) Process and supply-chain optimization of patches for better product availability and cost performance;
- (ii) Extension of product range across other joint and tissue pain applications; and
- (iii) Securing commercial presence across 14,300 preferred points-of-sale in health and wellness retail outlets.

(c) Development of existing (and acquisition of new) industry collaboration projects, thereby scaling the Company's product and industrial platforms.

(d) To fund its ongoing general working capital requirements.

The Company is currently considering a range of opportunities and no decisions have been made by the Board in relation to any specific transaction or funding source.

A capital raising may involve a placement to professional, sophisticated and institutional investors (**Placement**). Accordingly, the Company seeks approval to raise additional equity capital by way of Placement to fund the abovementioned development goals.

#### **3.2 Listing Rule 7.1**

Listing Rule 7.1 provides that a company must not issue or agree to issue during any 12-month period any equity securities, or other securities with rights to conversion to equity, if the number of those securities exceeds 15% of the number of securities in the same class on issue at the commencement of that 12-month period without shareholder approval.

#### **3.3 Number of Shares that may be issued under the Placement**

The table below shows the number of Shares that may be issued, total funds raised under the Placement and total number of Shares on issue after the proposed Placement using the minimum, maximum and average closing share price over the past 30 days prior to the date of this Notice:

	<b>Minimum \$0.038</b>	<b>Average \$0.041</b>	<b>Maximum \$0.045</b>
<b>Number of Shares issued under the Placement</b>	78,947,368	73,170,732	66,666,667
<b>Total funds raised under the Placement</b>	3,000,000	3,000,000	3,000,000
<b>Total number of Shares on issue after the Placement<sup>1</sup></b>	357,644,598	351,867,962	345,363,897
<b>% of new Shares issued against the total number of Shares on issue after the Placement</b>	22.07%	20.79%	19.30%

<sup>1</sup> Based on the Company currently having 278,697,230 Shares on issue, no Options being exercised, and no other Shares having been issued, including any that might be issued under any other Resolution proposed in this Notice.

The above calculated number of Shares will change based on the actual funds raise and the actual Share price at which the funds are raised. The above is an illustrative example only.

### 3.4 Technical information required by Listing Rule 7.3

In accordance with Listing Rule 7.3, the Company provides the following information:

- (a) The Placement Shares will be allotted to sophisticated investors (in accordance with sections 708(8) and (10) of the Corporations Act), professional investors (in accordance with section 708(11) of the Corporations Act), other institutional and accredited investors to whom no disclosure is required under the Corporations Act. The names of these investors are not known to the Company and will likely be sourced from an independent corporate broker. None of the proposed investors will be related parties or persons in a position of influence as described in Listing Rule 10.11.
- (b) The number of Placement Shares to be allotted will be calculated by multiplying the amount to be raised i.e. \$3 million by the issue price which will be calculated in accordance with Section 3.4(c) below.
- (c) The Shares issued will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.
- (d) If approved, and a Placement occurs, Shares will be issued on one date on or before 3 months after the date of the meeting as required by the Listing Rules.
- (e) The Company has not agreed or determined a share price for the potential Placement, however the issue price of any Placement Shares will not be less than 80% of the volume weighted average closing price for ordinary shares calculated over the last 5 days on which sales of ordinary shares were recorded before the date on determining the Placement Shares issue price.
- (f) Any issue of Shares will be to fund the development goals as detailed in section 3.1 of this Notice.
- (g) The Company has not entered into any agreement for the issue of any of the proposed Placement.
- (h) A voting exclusion applies to this Resolution.

### 3.5 Technical information required for Listing Rule 14.1A

The Company does not currently have sufficient placement capacity under Listing Rule 7.1 to issue the Shares under the proposed Placement the subject of this Resolution. Resolution 13 seeks pre-approval from Shareholders to issue such number of Shares and for the purposes as described in Section 3 of this Notice.

If Resolution 13 is passed, the equity securities issued by the Company will be excluded from the calculation of the Company's 15% issue capacity in Listing Rule 7.1, effectively increasing the number of equity securities the Company can issue without Shareholder approval over the 12-month period following the date of issue.

If Resolution 13 is not passed, the Company will not be able to raise some or all of the proposed \$3 million under a Placement and would have to consider alternative methods for funding.

### 3.6 Recommendation

The Board recommends that Shareholders vote in favour of Resolution 13.

## 4. Action to be taken by Shareholders

Shareholders should read the Notice and this Explanatory Statement carefully before deciding how to vote on the Resolutions.

## 5. Glossary

**\$** means Australian dollars.

**61 Financial** means 61 Financial Information Technology Pty Ltd (ACN 618 439 820).

**\$0.15 Option** means an unlisted option to acquire a Share, exercisable on or before 30 April 2027, with an exercise price of \$0.15 per option and with full terms set out in Schedule 2 of this Notice.

**ASX** means ASX Limited.

**ASIC** means the Australian Securities and Investments Commission.

**Board** means the board of Directors.

**Candour Advisory** means Candour Advisory Pty Ltd (ACN 628 454 839).

**Capital Commitment Agreement** means the Capital Commitment Agreement between the Company, GGY and GEM Yield Bahamas Ltd dated on or about 2 May 2022.

**Chairperson** means the person appointed to chair the Meeting.

**Company** means Wellfully Limited (ACN 056 482 636).

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

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

**Explanatory Statement** means the explanatory statement attached to the Notice.

**GGY** means GEM Global Yield LLC SCS.

**Key Management Personnel** has the same meaning as in the accounting standards issued by the Australian Accounting Standards Board and means those persons having authority and responsibility for planning, directing and controlling the activities of the Company, or if the Company is part of a consolidated entity, of the consolidated entity, directly or indirectly, including any director (whether executive or otherwise) of the Company, or if the Company is part of a consolidated entity, of an entity within the consolidated group.

**Listing Rules** means the ASX Listing Rules.

**Meeting** means the general meeting the subject of this Notice.

**Notice** means this notice of meeting, including the Explanatory Statement.

**Placement** means a Share to be issued or proposed to be issued in a Placement.

**Resolution** means a resolution contained in the Notice.

**Schedule** means a schedule to this Notice.

**Section** means a section contained in this Explanatory Statement.

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

**Shareholder** means a shareholder of the Company.

**Sophisticated Investors** means:

- (a) sophisticated investors as defined in section 708(8); and
- (b) professional investors as defined in section 708(11),

of the Corporations Act, being known to the Company.

**WFLO Option** means a listed option to acquire a Share, exercisable on or before 31 March 2023, with an exercise price of \$0.15 per option.

**WFLOA Option** means a listed option to acquire a Share, exercisable on or before 23 February 2024, with an exercise price of \$0.20 per option.

In this Notice, words importing the singular include the plural and vice versa.

## **Schedule 1 – Agreement Summaries**

### **Part A – Candour Advisory Agreement**

In accordance an agreement between the Company and Candour Advisory Pty Ltd dated on or about 12 August 2021 (**Candour Advisory Agreement**), Candour Advisory agreed to provide investor relations and corporate advisory services (**Services**) for a period of 6 months to the Company from contract date.

Under the Candour Advisory Agreement, Candour Advisory agreed to, inter alia:

- (a) act as an Advisor and assist Wellfully Ltd regarding matters of a corporate or investor relations nature;
- (b) structure and execute its general IR strategy across other key global markets as required;
- (c) coordinate targeted marketing campaigns to the wider investment community, designed to attract new investment by sophisticated investors within Australia and elsewhere;
- (d) offer general corporate advisory services in relation to formulating growth strategies, monitoring shareholder and market expectations;
- (e) identifying, assisting and reviewing of potential corporate or commercial opportunities; and
- (f) provide advice on future capital raisings including liaising with potential investors, intermediaries and other stockbrokers.

In consideration for the provision of the Services, the Company agreed to pay Candour Advisory the following fees:

- (a) a fee of A\$7,500 plus GST per month for 6 months; and
- (b) 2,000,000 WFLO Options at \$0.0001 per option (or to its nominee).

Under the terms of the Candour Advisory Agreement, either party may terminate the agreement at any time by providing one month's written notice to the other. In the event that the Company wished to terminate the agreement based on dissatisfaction with the Services, the Company must afford Candour Advisory Pty Ltd with reasonable verbal and written notice and 14 days to rectify, to the Company's satisfaction, the quality of Services. A termination does not release either party from any obligations accrued prior to termination.

The Candour Advisory Agreement contains other terms and conditions considered standard for an agreement of its nature. Candour Advisory is not a related party of the Company.

### **Part B – 61 Financial Agreement**

In accordance an agreement between the Company and 61 Financial Information Technology Pty Ltd dated on or about 1 July 2021 (**61 Financial Agreement**), 61 Financial agreed to provide translation from English to Chinese services (**Services**) for the period 1 July 2021 to 30 September 2021.

Under the 61 Financial Agreement, 61 Financial agreed to, inter alia:

- (a) translate ASX Market Sensitive Announcements from English to Chinese and display them, including Wellfully Ltd's stock information on the 61 Financial website;
- (b) prioritise LIVE news (based on the Source Material) and displayed on 61 Financial website and distribute through other Chinese media channels; and
- (c) provide ongoing Chinese investors communication support for general enquiries.

In consideration for the provision of the Services, the Company agreed to pay 61 Financial the following fees:

- (a) a fee of A\$10,000 plus GST for the first month and A\$5,000 for the second and third month service; and
- (b) 2,000,000 WFLO Options at \$0.0001 per option (or to its nominee).

Under the terms of the 61 Financial Agreement, either party may terminate the agreement at any time by providing 30 days written notice to the other party, without incurring any additional fees and/or penalties. In addition, either party may terminate the agreement immediately by notice in writing if the other party

- commits a material breach of the agreement that is not capable of remedy,
- breaches any term of the agreement that is capable of remedy and fails to rectify that breach within 14 days of receiving a notice from the other party requiring it to do so, or
- is unable to pay its debts, or has a receiver, administrator, administrative receiver or liquidator appointed, or calls a meeting of its creditors or for any other reason ceases to carry on business, or if any of these events appear reasonably likely to occur.

On termination 61 Financial will cease providing services to the Company, and both parties agreed to return any property of the other party, with all amounts payable as at the date of termination or expiry becoming immediately due and payable. Termination does not affect any accrued rights or remedies of either party.

The 61 Financial Agreement contains other terms and conditions considered standard for an agreement of its nature. 61 Financial is not a related party of the Company.

### **Part C – Ignas Gargalevicius Agreement**

In accordance an agreement between the Company and Ignas Gargalevicius dated on or about 15 July 2021 (**Ignas Gargalevicius Agreement**), Ignas Gargalevicius agreed to provide digital marketing, advertising and e-commerce activities and services across its consumer businesses and brands between 21 July 2021 and 31 December 2021 (**Services**).

Under the **Ignas Gargalevicius Agreement**, Ignas Gargalevicius agreed to, inter alia:

- (a) provide team management and performance optimisation of existing digital marketing and activities in order to ensure execution of existing ecommerce and communications targets;
- (b) assist in the definition and execution of testing activities to allow for planning for CY 2022;
- (c) lead organisation development in the field of marketing communications/media in the August-December CY 2021 period;
- (d) evaluate and defining investment and resource plan for the RÉDUIT and SWISSWELL brand communications and direct sales in time for the November 2021 AGM session; and
- (e) coordinate with the product and content teams as needed for digital marketing and ecommerce activities.

In consideration for the provision of the Services, the Company was obligated to pay Ignas Gargalevicius the following fees:

- (a) 450,250 Shares at \$0.062 per Share (or to its nominee).

The Ignas Gargalevicius Agreement contains other terms and conditions considered standard for an agreement of its nature. Ignas Gee is not a related party of the Company.

## Part D – GEM Global Yield LLC SCS (GCY) Agreement

In accordance an agreement between the Company and GEM Global Yield LLC SCS (**GCY**) dated on or about 2 May 2022 (**GEM Global Yield Agreement**), GCY agreed to provide a funding facility of up to A\$55 million over a three year period (**Capital Commitment Agreement**).

Key terms of the GGY Commitment Agreement include:

- (a) Subject to the terms of a Capital Commitment Agreement, the Company may choose to, on one or more occasions within the three year period, and subject to conditions precedent, draw down on the facility by giving GGY notice to subscribe for fully paid ordinary shares in the Company, to a maximum of 7 times the average daily volume of the Company's shares traded on the ASX during the 15 prior trading days (subject to certain adjustments) and excluding the date of the draw down notice. Subsequent draw down notices can not be given until the current tranche has closed.
- (b) If the Company issues a draw down notice, the subscription price of the shares to be issued to GGY (or its nominees) will be 90% of the higher of:
  - (i) the volume weighted average price (VWAP) of Wellfully shares, as quoted by the ASX over the pricing period, being the 15 consecutive trading days after Wellfully has given the draw down notice to GGY (subject to certain adjustments); or
  - (ii) a fixed floor price nominated by the Company in its draw down notice, which must not be higher than the closing trade price of a Wellfully share on the trading day immediately preceding the date of the draw down notice.
- (c) The Company has given warranties, representations and indemnities to GGY as are customary for agreements of this type.
- (d) The Company has agreed to pay a fee of A\$550,000 to GGY in connection with the Capital Commitment Agreement.
- (e) The Company may choose to pay part or all of this fee in shares calculated at 95% of the volume weighted average price of Wellfully shares during the 15 consecutive trading days prior to payment.
- (f) In addition, the Company will issue to GGY or its nominee 19.3 million options, each exercisable by the option holder into one Wellfully share at an exercise price of \$0.15 within 5 years from grant date. The options will be issued utilising the Company's issue capacity under Listing Rule 7.1. If on 30 April 2023 the volume weighted average price of Wellfully shares for the 5 trading days immediately preceding 30 April 2023 (Market Price) is \$0.135 or less, then the exercise price will be adjusted to an amount equal to 105% of the Market Price. 11.23 million of those options will be issued immediately utilising Wellfully's ASX Listing Rule 7.1 placement capacity.
- (g) The conditions precedent to draw down include (inter alia) the following:
  - (i) the Wellfully shares remain listed on ASX and have not been suspended from trading during the 20 trading days prior to the date of the draw down notice;
  - (ii) the Company not being in breach of the agreement;
  - (iii) all authorisations necessary to be obtained by the Company having been obtained and evidence provided to GGY including, without limitation, any approvals required under the Listing Rules;
  - (iv) the Company's obligation to issue shares has been secured by a share loan;
  - (v) there are no restrictions on the Company issuing a cleansing notice or cleansing prospectus in respect of the draw down;
  - (vi) the Company has issued a promissory note in favour of GGY as effective security for payment of A\$550,000 of the fees;
  - (vii) the Company has issued the requisite options as mentioned above;



- (viii) no material change in ownership of Wellfully has occurred or is reasonably expected to occur;  
and
- (ix) no material adverse effect has occurred or is reasonably expected to occur.
- (h) The Capital Commitment Agreement has a three year term and is not secured.

## Schedule 2 – Terms and conditions of \$0.15 Options

### (a) Entitlement

Subject to and conditional upon any adjustment in accordance with these conditions, each \$0.15 Option entitles the holder to subscribe for one fully paid ordinary share (**Share**) upon payment of the Exercise Price.

### (b) Exercise Price

Subject to paragraph 3, the Exercise Price of each \$0.15 Option is \$0.15 (**Exercise Price**).

If, on date that is 1 year after the date of the Capital Commitment Agreement under which this \$0.15 Option was issued (**Relevant Date**), the Market Price is \$0.135 or less, the Exercise Price will be adjusted to the amount equal to 105% of the Market Price.

**Market Price** means the volume weighted average price of trading in the Company's shares on the ASX, excluding block trades, large portfolio trades, permitted trades during the pre- trading hours period, permitted trades during the post-trading hours period, out of hours trades and exchange traded option exercises, for the 5 Trading Days ending on the day immediately before the Relevant Date.

### (c) Exercise Period

An \$0.15 Option is exercisable at any time on or before 5.00pm (Perth time) on the date which is 5 years from the date of grant (the **Expiry Date**). \$0.15 Options not exercised by the Expiry Date lapse.

### (d) Manner of exercise of \$0.15 Options

Each \$0.15 Option may be exercised by notice in writing addressed to the Company's registered office. The minimum number of \$0.15 Options that may be exercised at any one time is 100,000 or if the remaining balance of \$0.15 Options is less than 100,000 \$0.15 Options, then that remaining balance may be exercised. Payment of the Exercise Price for each \$0.15 Option must accompany each notice of exercise of option. All cheques must be payable to the Company and be crossed 'not negotiable'.

### (e) Ranking of Shares

Shares issued on the exercise of \$0.15 Options will rank equally with all existing shares on and from the date of issue in respect of all rights issues, bonus share issues and dividends which have a record date for determining entitlements on or after the date of issue of those shares

### (f) Timing of issue of shares

After an \$0.15 Option is validly exercised, the Company must as soon as possible:

- (i) issue and allot the share as soon as possible; and
- (ii) do all such acts matters and things to obtain the grant of quotation for the shares on ASX no later than 5 business days from the date of exercise of the \$0.15 Option.

### (i) Transfer

\$0.15 Options are not transferable until after 12 months following their grant after which \$0.15 Options may be transferred and may be exercised by any other person or body corporate.

### (j) Participation in new issues

An \$0.15 Option holder may participate in new issues of securities to holders of shares only if and to the extent that:

- (i) an \$0.15 Option has been exercised; and
- (ii) a share has been issued in respect of the exercise before the record date for determining entitlements to the new issue.

The Company must give notice to the \$0.15 Option holder of any new issue not less than 10 Business days before the record date for determining entitlements to the issue.

**(k) Adjustment for bonus issues of shares**

If the Company makes a bonus issue of shares or other securities to existing shareholders (other than an issue in lieu or in satisfaction, of dividends or by way of dividend reinvestment):

- (i) the number of shares which must be issued on the exercise of an \$0.15 Option will be increased by the number of shares which the \$0.15 Option holder would have received if the \$0.15 Option holder had exercised the \$0.15 Option before the record date for the bonus issue; and
- (ii) no change will be made to the Exercise Price.

**(l) Adjustment for rights issue**

If the Company makes an issue of shares pro rata to existing shareholders (other than an issue in lieu of in satisfaction of dividends or by way of dividend reinvestment) the Exercise Price of an \$0.15 Option will be reduced according to the following formula:

$$\text{New exercise price} = O - \frac{E[P-(S+D)]}{N + 1}$$

N + 1

O = the old Exercise Price of the \$0.15 Option.

E = the number of underlying shares into which one \$0.15 Option is exercisable.

P = the average market price per share (weighted by reference to volume) of the underlying shares during the 5 trading days ending on the day before the ex rights date or ex entitlements date.

S = the purchase price of a share under the pro rata issue.

D = the dividend due but not yet paid on the existing underlying shares (except those to be issued under the pro rata issue).

N = the number of shares with rights or entitlements that must be held to receive a right to one new share.

**(m) Reconstructions**

If there is any reconstruction of the issued share capital of the Company, the number of shares to which the \$0.15 Option holder is entitled, and/or the Exercise Price, must be reconstructed in a manner which complies with the Listing Rules (which will not result in any benefits being conferred on the \$0.15 Option holder which are not conferred on shareholders and subject to the provisions with respect to rounding of entitlements as sanctioned by the meeting of shareholders approving the reconstruction of capital), but in all other respects, the terms for the exercise of an \$0.15 Option will remain unchanged.

**(n) Interpretation**

These terms and conditions of issue must be interpreted in as accordance with clause 12 of the Capital Commitment Agreement under which the \$0.15 Option was issued.

**(o) Quotation of \$0.15 Options**

The Company will not apply for quotation of the \$0.15 Options on any stock exchange.

### **Schedule 3 – Terms and conditions of WFLO Options**

**(a) Entitlement**

Each WFLO Option entitles the holder to subscribe for one Share upon exercise of the WFLO Option.

**(b) Expiry Date**

Each WFLO Option will expire at 5.00pm (Perth time) on 31 March 2023 (Expiry Date).

**(c) Exercise Price**

Each WFLO Option will have an exercise price of \$0.15 (Exercise Price).

**(d) Vesting, exercise period and lapsing**

Subject to paragraph (i), WFLO Options may be exercised at any time after the date of issue and prior to the Expiry Date. After this time, any unexercised WFLO Options will automatically lapse.

**(e) Exercise Notice and payment**

WFLO Options may be exercised by notice in writing to the Company (Exercise Notice) together with payment to the Company of the Exercise Price for each WFLO Option being exercised. Any Exercise Notice for a WFLO Option received by the Company will be deemed to be a notice of the exercise of that WFLO Option as at the date of receipt. Cheques paid in connection with the exercise of WFLO Options must be in Australian currency, made payable to the Company and crossed "Not Negotiable".

**(f) Timing of issue of Shares on exercise**

Within 15 days that are not a Saturday, Sunday or public holiday and on which banks are open for business generally in Perth, Western Australia (Business Days) after the Exercise Date, the Company will:

- (i) issue the number of Shares required under these terms and conditions in respect of the number of WFLO Options specified in the Notice of Exercise and for which cleared funds have been received by the Company;
- (ii) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act (Corporations Act), or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and
- (iii) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the WFLO Options.

If a notice delivered under paragraph (f)(ii) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.

**(g) Shares issued on exercise**

Shares issued on exercise of WFLO Options will rank equally in all respects with then existing fully paid ordinary shares in the Company.

**(h) Participation in new issues**

There are no participation rights or entitlements inherent in the WFLO Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the WFLO Options. However, the Company will ensure that for the purposes of determining entitlements to any such issue, the record date will be at least four business days after the issue is announced. This is intended to give the holders of WFLO Options the opportunity to exercise their WFLO Options prior to the announced record date for determining entitlements to participate in any such issue.

**(i) Adjustment for bonus issues of Shares**

If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment):

- (i) the number of Shares which must be issued on the exercise of a WFLO Option will be increased by the number of Shares which the holder would have received if the holder had exercised the WFLO Option before the record date for the bonus issue; and
- (ii) no change will be made to the Exercise Price.

**(j) Adjustment for rights issue**

If the Company makes an issue of Shares pro rata to existing Shareholders there will be no adjustment to the Exercise Price.

**(k) Adjustments for reorganisation**

If there is any reconstruction of the issued share capital of the Company, the rights of the holders may be varied to comply with the Listing Rules which apply to the reconstruction at the time of the reconstruction.

**(l) Quotation of WFLO Options**

The Company will apply for quotation of the WFLO Options to ASX Limited. In the event that quotation of the WFLO Options cannot be obtained, the WFLO Options will remain unlisted.

**(m) Transferability**

The WFLO Options are freely transferable subject to any restriction or escrow arrangements imposed by ASX Limited or under any applicable Australian securities laws.

If you are attending the meeting  
in person, please bring this with you  
for Securityholder registration.

Holder Number:

Your proxy voting instruction must be received by **10.00am (WST) on Sunday, 25 September 2022**, 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 VOTE ONLINE

**Vote online at <https://investor.automic.com.au/#/loginsah>**

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

- ✓ **Save Money:** help minimise unnecessary print and mail costs for the Company.
- ✓ **It's Quick and Secure:** provides you with greater privacy, eliminates any postal delays and the risk of potentially getting lost in transit.
- ✓ **Receive Vote Confirmation:** instant confirmation that your vote has been processed. It also allows you to amend your vote if required.



## SUBMIT YOUR PROXY VOTE BY PAPER

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>.

<b>SIGNATURE OF SECURITYHOLDERS – THIS MUST BE COMPLETED</b>		
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)
		<div style="display: inline-block; width: 40px; height: 30px; border: 1px solid black;"></div> <span style="font-size: 2em; vertical-align: middle; margin: 0 5px;">/</span> <div style="display: inline-block; width: 40px; height: 30px; border: 1px solid black;"></div> <span style="font-size: 2em; vertical-align: middle; margin: 0 5px;">/</span> <div style="display: inline-block; width: 40px; height: 30px; border: 1px solid black;"></div>
By providing your email address, you elect to receive all of your communications despatched by the Company electronically (where legally permissible).		