



**Harvest Technology Group Ltd
ACN 149 970 445**

Notice of General Meeting

The General Meeting of the Company will be held as follows:

Time and date: 1:00pm (AWST) on Wednesday, 4 October 2023

Virtually: via the following virtual meeting link:
<https://meetnow.global/MZV77H5>

The Notice of General Meeting should be read in its entirety. If Shareholders are in doubt as to how to vote, they should seek advice from their suitably qualified advisor prior to voting.

Should you wish to discuss any matter, please do not hesitate to contact the Company Secretary by telephone on +61 8 6245 9439.

Shareholders are urged to vote by lodging the Proxy Form

Harvest Technology Group Ltd
ACN 149 970 445
(Company)

Notice of General Meeting

Notice is hereby given that the General Meeting of Shareholders of the Company will be held virtually at the offices of the Company at Ground Floor, 16 Ord Street West Perth WA 6005 on Wednesday, 4 October 2023 at 1:00pm (AWST) (**Meeting**).

The Explanatory Memorandum provides additional information on matters to be considered at the Meeting. The Explanatory Memorandum and the Proxy Form, form part of the Notice.

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 as Shareholders on Monday, 2 October 2023 at 5:00pm (AWST).

Terms and abbreviations used in the Notice are defined in Schedule 1.

Agenda

1. Resolutions

Resolution 1 – Capital Reduction of Shares held by Mr Jeffery Sengelman

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

‘That, pursuant to and in accordance with section 256C(2) of the Corporations Act and for all other purposes, Shareholders approve the selective reduction of the Company’s capital and cancellation of 500,000 Shares issued to Non-Executive Chair of the Company, Mr Jeffery Sengelman, with effect from the date that is 14 days after this Resolution is lodged with ASIC, on the terms and conditions set out in the Explanatory Memorandum.’

Resolution 2 – Ratification of issue of Placement Shares

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

‘That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 56,756,757 Placement Shares, on the terms and conditions in the Explanatory Memorandum.’

Resolution 3 – Ratification of issue of Adviser Options

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

‘That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 6,000,000 Adviser Options, on the terms and conditions in the Explanatory Memorandum.’

Resolution 4 – Ratification of issue of Subscription Shares to Mr Ross McKinnon

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

‘That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 7,692,308 Subscription Shares, on the terms and conditions in the Explanatory Memorandum.’

Resolution 5 – Approval of issue of Director Options to Mr Jeffery Sengelman

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

‘That, subject to and conditional on Resolution 1 being passed, and in accordance with Listing Rule 10.14 and for all other purposes, Shareholders approve the issue of 500,000 Director Options to Mr Jeffery Sengelman (or his nominees) under the Plan, on the terms and conditions in the Explanatory Memorandum.’

Note: Resolution 5 will be withdrawn at the Meeting if Resolution 1 is not passed by the requisite majority of Shareholders.

Voting exclusions

Pursuant to the Listing Rules, the Company will disregard any votes cast in favour of:

- (a) **Resolution 2:** by or on behalf of a person who participated in the issue of the Placement Shares, or any of their respective associates, or their nominees;
- (b) **Resolution 3:** by or on behalf of the ACNS Capital Markets Pty Ltd (ACN 088 503 208) (AFSL no. 279099 trading as Alto Capital) (or its nominees), or any of their respective associates;
- (c) **Resolution 4:** by or on behalf of Mr Ross McKinnon (or his nominees), or any of their respective associates; and
- (d) **Resolution 5:** by Mr Jeffery Sengelman (or his nominees) or on behalf of any person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the employee incentive scheme in question, or any of their respective associates.

The above voting exclusions do not apply to a vote cast in favour of the relevant 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;
- (b) the Chair 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 prohibition

Resolution 1: In accordance with section 256C(2) of the Corporations Act, any votes cast on Resolution 1 (other than by a person as proxy for a member who is entitled to vote, in accordance with the directions on the relevant proxy form) by any person who is to receive consideration as part of the reduction and their respective associates will be disregarded.

Resolution 1 and Resolution 5: In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:

- (a) the proxy is either a member of the Key Management Personnel or a Closely Related Party of such member; and
- (b) the appointment does not specify the way the proxy is to vote on the Resolution.

However, the above prohibition does not apply if:

- (a) the proxy is the Chair; and
- (b) the appointment expressly authorises the Chair to exercise the proxy even though the Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

BY ORDER OF THE BOARD

Jack Rosagro
Company Secretary
Harvest Technology Group Ltd
Dated: August 30, 2023

Harvest Technology Group Ltd
ACN 149 970 445
(Company)

Explanatory Memorandum

1. Introduction

The Explanatory Memorandum has been prepared for the information of Shareholders in connection with the business to be conducted at the Meeting to be held virtually at the offices of the Company at Ground Floor, 16 Ord Street West Perth WA 6005 on Wednesday, 4 October 2023 at 1:00pm (AWST).

The Explanatory Memorandum forms part of the Notice which should be read in its entirety. The Explanatory Memorandum contains the terms and conditions on which the Resolution will be voted.

The Explanatory Memorandum includes the following information to assist Shareholders in deciding how to vote on the Resolution:

Section 2	Action to be taken by Shareholders
Section 3	Resolution 1 – Capital Reduction of Shares held by Mr Jeffery Sengelman
Section 4	Resolution 2 – Ratification of issue of Placement Shares
Section 5	Resolution 3 – Ratification of issue of Adviser Options
Section 6	Resolution 4 – Ratification of issue of Subscription Shares to Mr Ross McKinnon
Section 7	Resolution 5 – Approval of issue of Director Options to Mr Jeffery Sengelman
Schedule 1	Definitions
Schedule 2	Terms and Conditions of Performance Rights
Schedule 3	Terms and Conditions of Adviser Options
Schedule 4	Terms and conditions of Director Options
Schedule 5	Summary of Material Terms of Plan

A Proxy Form is located at the end of the Explanatory Memorandum.

2. Action to be taken by Shareholders

Shareholders should read the Notice including the Explanatory Memorandum carefully before deciding how to vote on the Resolution.

2.1 No voting in person

Please refer to the information below on how Shareholders can participate in the Meeting.

As Shareholders will not be entitled to physically attend the Meeting, it will be deemed to be held at the registered office of the Company in accordance with section 249RA(1)(c) of the Corporations Act.

2.2 Attending the Meeting virtually

Shareholders will be able to attend the Meeting by entering <https://meetnow.global/MZV77H5> into a web browser on your smartphone, tablet or computer.

If you are a 'Shareholder' (including body corporate representatives and attorneys), then enter an SRN/HIN, and Postcode, then Sign In.

Proxyholders will need to contact Computershare on +61 3 9415 4024 prior to the meetings to obtain their login details.

If you are a 'Guest', select Guest, then enter your name, and email, and then sign in.

The Meeting will be virtually accessible to all Shareholders, and will allow Shareholders, as a whole, a reasonable opportunity to participate without being physically present at the Meeting.

The technology used to hold the Meeting will be reasonable and, Shareholders entitled to attend and vote at the Meeting, will be able to:

- (a) view the Meeting live;
- (b) exercise a right, orally and in writing, to ask questions and make comments; and
- (c) cast votes in real time on a poll during the Meeting.

Refer to the Online Meeting Guide available at: www.computershare.com.au/virtualmeetingguide for further details about attending the Meeting via the online portal. If you require assistance, call +61 3 9415 4024.

2.3 Voting at the Meeting

Shareholders (including proxies, attorneys, and body corporate representatives) can vote online.

If you are eligible to vote at this Meeting, please select the Vote Icon at the top right of the Computershare platform. The resolutions will appear and be available to vote. To cast your

vote, simply select For, Against or Abstain, and it will acknowledge your vote. There is no need to hit submit. Voting will open at the start of the Meeting.

To vote or ask a question online, you will need to provide your securityholder number (i.e. your SRN/HIN) or proxy number. Proxyholders will need to contact Computershare on +61 3 9415 4024 prior to the Meeting to obtain their login details.

2.4 Voting by proxy

Shareholders are encouraged to vote by completing a Proxy Form.

Lodgement of a Proxy Form will not preclude a Shareholder from participating and voting on a live poll at the virtual Meeting.

The Directors instruct all Shareholders who would like to have their vote counted to either:

- (a) vote by lodging a Proxy Form prior to 1:00pm (AWST) on Monday, 2 October 2023 (**Proxy Cut-Off Time**) (recommended). Shareholders are strongly urged to vote by lodging a Proxy Form prior to the Meeting and to appoint the Chair as their proxy; or
- (b) vote live at the virtual Meeting in accordance with the instructions in Section 2.3 above and as otherwise instructed by the Chair at the Meeting.

Proxy Forms can be lodged:

Online: www.investorvote.com.au

By mail: Computershare Investor Services Pty Limited
GPO Box 242
Melbourne VIC 3001
Australia

By fax: 1800 783 447 within Australia or +61 3 9473 2555 outside Australia

By mobile: Scan the QR Code on your Proxy Form and follow the prompts

In order for your proxy to be valid, your Proxy Form (and any power of attorney under which it is signed) must be received by the Proxy Cut-Off Time. **Proxies received after this time will be invalid.**

Please note that:

- (a) a member of the Company 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; and
- (c) a member of the Company 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.

Section 250BB(1) of the Corporations Act provides that an appointment of a proxy may specify the way the proxy is to vote on a particular resolution and, if it does:

- (a) the proxy need not vote on a show of hands, but if the proxy does so, the proxy must vote that way (i.e. as directed);
- (b) if the proxy has 2 or more appointments that specify different ways to vote on the resolution – the proxy must not vote on a show of hands;
- (c) if the proxy is the Chair of the meeting at which the resolution is voted on – the proxy must vote on a poll, and must vote that way (i.e. as directed); and
- (d) if the proxy is not the Chair – the proxy need not vote on the poll, but if the proxy does so, the proxy must vote that way (i.e. as directed).

Section 250BC of the Corporations Act provides that, if:

- (a) an appointment of a proxy specifies the way the proxy is to vote on a particular resolution at a meeting of the Company's members;
- (b) the appointed proxy is not the chair of the meeting;
- (c) at the meeting, a poll is duly demanded, or is otherwise required under section 250JA on the resolution; and
- (d) either the proxy is not recorded as attending the meeting or the proxy does not vote on the resolution,

the Chair of the meeting is taken, before voting on the resolution closes, to have been appointed as the proxy for the purposes of voting on the resolution at the meeting.

2.5 Chair's voting intentions

If the Chair is your proxy, either by appointment or by default, and you have not indicated your voting intention, you expressly authorise the Chair to exercise the proxy in respect of Resolution 1 and Resolution 5 even though these Resolutions are connected directly or indirectly with the remuneration of the Company's Key Management Personnel.

The Chair intends to exercise all available proxies in favour of all Resolutions, unless the Shareholder has expressly indicated a different voting intention.

2.6 Submitting questions

Shareholders may submit questions in advance of the Meeting to the Company. Questions must be submitted by emailing the Company Secretary at investor@harvest-tech.com.au by 5:00pm AWST on Monday October 2, 2023.

Shareholders will also have the opportunity to submit questions during the Meeting in respect to the formal items of business. To ask a question at the virtual Meeting, select the Q&A Icon at the top right of the Computershare platform. Select the Topic (from the drop-down box) and type your question. If your question relates to a particular resolution, please identify the

resolution number at the start of your question. Once you have finished typing, press send, and you will receive a record of the question. Questions will be read aloud to the Meeting.

The Chair will attempt to respond to the questions during the Meeting. The Chair will request prior to a Shareholder asking a question that they identify themselves (including the entity name of their shareholding and the number of Shares they hold).

3. **Resolution 1 – Capital Reduction of Shares held by Mr Jeffery Sengelman**

3.1 **General**

On 23 November 2020, the Company issued 1,500,000 Performance Rights to Mr Jeffery Sengelman after receiving Shareholder approval for the issue at the Company's 2020 annual general meeting, held on 10 November 2020. The terms and conditions of the Performance Rights are summarised in the Company's 2020 notice of annual general meeting, announced to ASX on 9 October 2020 and in Schedule 2.

The Performance Rights were issued under the Company's previous Employee Securities Incentive Plan (**Previous Plan**), the terms of which are summarised in the Company's 2019 notice of annual general meeting, announced to ASX on 25 October 2019.

Pursuant to the terms and conditions of the Performance Rights, the Company is required to notify Mr Sengelman within 3 Business Days of becoming aware that the relevant Vesting Condition (as defined in Schedule 2) has been satisfied (**Vesting Notice**). Upon receipt of the Vesting Notice, Mr Sengelman is then required to deliver a signed notice of conversion to the Company Secretary to apply to convert the Performance Rights into Shares (**Notice of Conversion**).

As a result of an administrative error, once the Vesting Condition for the Class A Performance Rights had been satisfied (being when the Company achieved a VWAP of at least \$0.35 over any 20 consecutive trading day period before 1 March 2021), the Company converted 500,000 Performance Rights into Shares, without first receiving a signed Notice of Conversion from Mr Sengelman. Mr Sengelman did not authorise for the Performance Rights to be converted and to be issued the respective 500,000 Shares on 12 February 2021 (**Relevant Shares**).

Accordingly, the Company wishes to correct the administrative error that was made by the Company by undertaking a selective capital reduction and cancellation of the Relevant Shares that were issued to Mr Sengelman (**Selective Capital Reduction**).

Resolution 1 seeks Shareholder approval for the Selective Capital Reduction and cancellation of the Relevant Shares held by Mr Sengelman.

3.2 **Section 256B and 256C(2) of the Corporations Act**

Pursuant to Section 256C of the Corporations Act, a company may make a selective capital reduction if it is approved by a special resolution passed at a general meeting of the Company, with no votes being cast in favour of the resolution by any person who is to receive consideration as part of the reduction or whose liability to pay amounts unpaid on shares is to be reduced.

The Corporations Act provides that the rules relating to a reduction of share capital are designed to protect the interests of shareholders and creditors by:

- (a) addressing the risk of the transaction leading to the company's insolvency;
- (b) seeking to ensure fairness between the shareholders of the company; and
- (c) requiring the company to disclose all material information.

In particular, section 256B of the Corporations Act requires that a company may only reduce its capital if:

- (a) it is fair and reasonable to the shareholders as a whole;
- (b) it does not materially prejudice the company's ability to pay its creditors; and
- (c) it is approved by shareholders in accordance with section 256C of the Corporations Act.

Section 256C(4) of the Corporations Act requires that the Company must include with the notice a statement setting out all information known to the Company that is material to the decision on how to vote on the Resolution. However, the Company does not have to disclose information if it would be unreasonable to require the Company to do so because the Company had previously disclosed the information to Shareholders.

Directors believe that the Selective Capital Reduction as proposed is fair and reasonable to Shareholders for the following reasons:

- (a) the Selective Capital Reduction will only result in the cancellation of the Relevant Shares issued to the Mr Jeffery Sengelman;
- (b) the Selective Capital Reduction will not materially prejudice the Company's ability to pay its creditors and will have minimal financial effect on the Company; and
- (c) the financial effect on cash reserves of the Selective Capital Reduction on the Company will be nil as no cash consideration is being provided for the Selective Capital Reduction.

The Directors do not consider that there are any material disadvantages to the Company undertaking the Selective Capital Reduction. Pursuant to Section 256C(2) of the Corporations Act, a selective reduction of capital must be approved by either:

- (a) a special resolution passed at a general meeting of the Company, with no votes being cast in favour of the resolution by any person who is to receive consideration as part of the reduction or whose liability to pay amounts unpaid on shares is to be reduced, or by their associates; or
- (b) a resolution agreed to, at a general meeting by all Shareholders.

A separate meeting with Mr Sengelman (**Special General Meeting**) has been convened to be held at the conclusion of this Meeting, at the same venue as the Meeting. At this Special General Meeting, a resolution will be put to Mr Sengelman pursuant to section 256C of the Corporations Act for the selective capital reduction of the Relevant Shares.

3.3 Summary of and Effect of Proposed Selective Capital Reduction

The overall effect of the Selective Capital Reduction is as follows:

Shares	Number
Ordinary Shares currently on issue	692,765,374
Shares cancelled under the Selective Capital Reduction	500,000
Total Shares on issue upon completion of the Selective Capital Reduction	692,265,374

The Shares the subject of the Selective Capital Reduction represent approximately 0.07% of the issued capital of the Company (on an undiluted basis) as at the date of this Notice and are held by Mr Jeffery Sengelman. If the proposed Selective Capital Reduction in capital proceeds, the number of Shares held in the Company by a Shareholder other than Mr Jeffery Sengelman will remain the same, however, their percentage holding in the Company will increase.

There is no material impact on the control of the Company arising as a result of the Selective Capital Reduction.

The Directors of the Company consider that the proposed Selective Capital Reduction is fair and reasonable to the Company's Shareholders as a whole. As the Shares are being cancelled for nil consideration, the Directors further consider that the proposed Selective Capital Reduction will not prejudice the Company's ability to pay its creditors and the Company will also remain solvent following the Selective Capital Reduction.

3.4 Other Material Information

At completion of the Selective Capital Reduction, the Relevant Shares will be cancelled and Mr Sengelman will no longer have the benefit of holding 500,000 vested but unconverted Performance Rights, as he would have held were it not for the administrative error. The Company has proposed to Shareholders to resolve to remunerate Mr Sengelman for the loss caused by the administrative error and Selective Capital Reduction by issuing him 500,000 unquoted Options with a nil exercise price and expiring on 23 November 2025 (being the same expiry date as the Performance Rights) (**Director Options**), under the Plan (subject to Resolution 5 being passed at the Meeting). The issue of the Director Options is intended to restore Mr Sengelman to the position he otherwise would have been in were it not for the administrative error and Selective Capital Reduction.

There is no information material to the making of a decision by a Shareholder whether or not to approve Resolution 1, being information that is known to any of the Directors, and which has not been previously disclosed to Shareholders, other than as disclosed in this Explanatory Statement.

Once Resolution 1 of the Meeting are passed by Shareholders, the Company will not make the reduction of capital until at least 14 days after lodgement of an ASIC Form 2205 – Notification of resolutions regarding shares, in accordance with ASIC's prescribed timeline for Selective Capital Reduction.

3.5 Additional Information

Resolution 1 is a special resolution and therefore requires approval of 75% of the votes cast

by Shareholders present and eligible to vote (in person, by proxy, by attorney or, in the case of a corporate Shareholder, by a corporate representative).

The Board (with Mr Sengelman abstaining) recommends that Shareholders vote in favour of Resolution 1.

4. **Resolution 2 – Ratification of issue of Placement Shares**

4.1 **General**

On 11 July 2023, the Company announced a capital raising to raise up to \$3.1 million (before costs) comprised of the following:

- (a) a placement to raise gross proceeds of \$2.1 million (before costs) by the issue of 56,756,757 Shares (**Placement Shares**) at an issue price of \$0.037 per Placement Share (**Placement**); and
- (b) a share purchase plan (**SPP**) for existing Shareholders with a registered address in Australia or New Zealand on the same terms as the Placement, seeking to raise up to a further \$1 million (before costs).

The Company completed the Placement and issued the Placement Shares on 17 July 2023, utilising the Company's available placement capacity under Listing Rule 7.1.

Resolution 2 seeks the approval of Shareholders pursuant to Listing Rule 7.4 to ratify the issue of the Placement Shares.

4.2 **Listing Rules 7.1 and 7.4**

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

The issue of the Placement Shares does not fit within any of the exceptions to Listing Rule 7.1 and, as it has not yet been approved by Shareholders, effectively uses up part of the Company's 15% placement capacity under Listing Rule 7.1. This reduces the Company's capacity to issue further Equity Securities without Shareholder approval under Listing Rule 7.1 for the 12 month period following the issue of the Placement Shares.

Listing Rule 7.4 provides an exception to Listing Rule 7.1. It provides that where a company in a general meeting ratifies the previous issue of securities made pursuant to Listing Rule 7.1 (and provided that the previous issue did not breach Listing Rule 7.1), those securities will be deemed to have been made with shareholder approval for the purpose of Listing Rule 7.1.

The effect of Shareholders passing Resolution 2 will be to allow the Company to retain the flexibility to issue Equity Securities in the future up to the 15% placement capacity set out in Listing Rule 7.1 without the requirement to obtain prior Shareholder approval.

If Resolution 2 is passed, 56,756,757 Placement Shares will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12-month period following the issue date.

If Resolution 2 is not passed, 56,756,757 Placement Shares will continue to be included in the

Company's 15% limit under Listing Rule 7.1, effectively decreasing the number of Equity Securities the Company can issue or agree to issue without obtaining prior Shareholder approval, to the extent of 56,756,757 Equity Securities for the 12 month period following the issue of those Placement Shares.

4.3 **Specific information required by Listing Rule 7.5**

Pursuant to and in accordance with Listing Rule 7.5, the following information is provided in relation to the ratification of the issue of the Placement Shares:

- (a) The Placement Shares were issued to a range of sophisticated investors, none of whom are a related party or a Material Investor of the Company. The participants in the Placement were identified through a bookbuild process, which involved the lead manager (Alto Capital) seeking expressions of interest to participate in the placement from new and existing contacts of the Company and clients of the lead manager.
- (b) A total of 56,756,757 Placement Shares were issued within the Company's 15% placement capacity permitted under Listing Rule 7.1.
- (c) The Placement Shares are fully paid ordinary shares in the capital of the Company and rank equally in all respects with the Company's existing Shares on issue.
- (d) The Placement Shares were issued on 17 July 2023 at an issue price of \$0.037 per Placement Share.
- (e) The proceeds from the issue of the Placement Shares have been or are intended to be used to fund the continued growth of the Company, including:
 - (i) investment in lead generation and business development initiatives, resources, and services to increase the sales pipeline and capitalise on significant long-lead opportunities that the Company is currently pursuing in the defence, maritime and energy sectors across the globe;
 - (ii) increase resources and development of systems to support and grow customer and partner sales and marketing activities to expand global presence and brand awareness;
 - (iii) pilot and pre-launch activities with selected partners in the coming months for the Company's new cloud-based platform, codenamed "NS2"; and
 - (iv) to provide additional working capital for resources and systems to support these growth initiatives.
- (f) There are no other material terms to the agreement for the subscription of the Placement Shares.
- (g) A voting exclusion statement is included in the Notice.

4.4 **Additional information**

Resolution 2 is an ordinary resolution.

The Board recommends that Shareholders vote in favour of Resolution 2.

5. Resolution 3 – Ratification of issue of Adviser Options

5.1 General

On 16 December 2022, the Company entered into a corporate advisory mandate with ACNS Capital Markets Pty Ltd (ACN 088 503 208) (AFSL no. 279099 trading as Alto Capital) (the **Adviser**) for the provision of ongoing corporate advisory services, including, but not limited to, managing any share buy-backs or sale of unmarketable parcel facilities and assisting with identifying and evaluating potential investors (**Corporate Advisory Mandate**). The Adviser's engagement is effective until the earlier of (a) the termination of the Corporate Advisory Mandate in accordance with its terms; and (b) 16 December 2023 (unless an extension is otherwise agreed by the parties).

Pursuant to the Corporate Advisory Mandate, the Company agreed to pay the Adviser (or its nominees) the following fees:

- (a) 6,000,000 Options exercisable at \$0.25 each on or before the date that is 24 months from the date of issue (**Adviser Options**) at an issue price of \$0.0001 per Adviser Option; and
- (b) transaction costs of 2% for any unmarketable parcel sales (excluding GST).

The Company must reimburse the Adviser for all out-of-pocket expenses reasonably incurred by the Adviser in respect of its engagement under the Corporate Advisory Mandate, subject to the Company providing prior written consent for the expense to be incurred.

The Corporate Advisory Mandate contains additional provisions considered standard for agreements of this nature.

On 3 March 2023, the Company issued the Adviser Options to the Adviser (or its nominees) utilising the Company's available placement capacity under Listing Rule 7.1.

Resolution 3 seeks the approval of Shareholders pursuant to Listing Rule 7.4 to ratify the issue of the Adviser Options.

5.2 Listing Rules 7.1 and 7.4

A summary of Listing Rules 7.1 and 7.4 is set out in Section 4.2 above.

The effect of Shareholders passing Resolution 3 will be to allow the Company to retain the flexibility to issue Equity Securities in the future up to the 15% placement capacity set out in Listing Rule 7.1 without the requirement to obtain prior Shareholder approval.

If Resolution 3 is passed, 6,000,000 Adviser Options will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12-month period following the issue date.

If Resolution 3 is not passed, 6,000,000 Adviser Options will continue to be included in the Company's 15% limit under Listing Rule 7.1, effectively decreasing the number of Equity Securities the Company can issue or agree to issue without obtaining prior Shareholder approval, to the extent of 6,000,000 Equity Securities for the 12 month period following the issue of those Adviser Options.

5.3 Specific information required by Listing Rule 7.5

Pursuant to and in accordance with Listing Rule 7.5, the following information is provided in relation to the ratification of the issue of the Adviser Options:

- (a) The Adviser Options were issued to the Adviser (or its nominees), none of whom are a related party or Material Investor of the Company.
- (b) A total of 6,000,000 Adviser Options were issued within the Company's 15% placement capacity permitted under Listing Rule 7.1.
- (c) The Adviser Options are exercisable at \$0.25 each and expire on 3 March 2025 and are otherwise subject to the terms and conditions in Schedule 3.
- (d) The Adviser Options were issued on 3 March 2023.
- (e) The Adviser Options were issued as consideration for the provision of corporate advisory services pursuant to the terms of the Corporate Advisory Mandate and were issued at a nominal price of \$0.0001 per Adviser Option. Accordingly, a nominal cash amount of \$600 was raised and applied towards general working capital.
- (f) A summary of the material terms of the Corporate Advisory Mandate is in Section 5.1 above.
- (g) A voting exclusion statement is included in the Notice.

5.4 Additional information

Resolution 3 is an ordinary resolution.

The Board recommends that Shareholders vote in favour of Resolution 3.

6. Resolution 4 – Ratification of issue of Subscription Shares to Mr Ross McKinnon

6.1 General

On 27 March 2023, the Company announced the appointment of Mr Ross McKinnon as a Non-Executive Director effective 1 April 2023. Preceding Mr McKinnon's appointment, Mr McKinnon subscribed for 7,692,308 Shares (**Subscription Shares**) at an issue price of \$0.065 per Subscription Share to raise \$500,000 (before costs).

The Company issued the Subscription Shares to Mr McKinnon (or his nominees) on 31 March 2023, utilising the Company's available placement capacity under Listing Rule 7.1.

Shareholder approval under Listing Rule 10.11 was not required in respect of the issue of the Subscription Shares to Mr McKinnon as the issue was subject to Exception 12 of Listing Rule 10.12.

Resolution 4 seeks the approval of Shareholders pursuant to Listing Rule 7.4 to ratify the issue of the Placement Shares.

6.2 Listing Rules 7.1 and 7.4

A summary of Listing Rules 7.1 and 7.4 is set out in Section 4.2 above.

The effect of Shareholders passing Resolution 4 will be to allow the Company to retain the flexibility to issue Equity Securities in the future up to the 15% placement capacity set out in Listing Rule 7.1 without the requirement to obtain prior Shareholder approval.

If Resolution 4 is passed, 7,692,308 Subscription Shares will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12-month period following the issue date.

If Resolution 4 is not passed, 7,692,308 Subscription Shares will continue to be included in the Company's 15% limit under Listing Rule 7.1, effectively decreasing the number of Equity Securities the Company can issue or agree to issue without obtaining prior Shareholder approval, to the extent of 7,692,308 Equity Securities for the 12 month period following the issue of those Subscription Shares.

6.3 Specific information required by Listing Rule 7.5

Pursuant to and in accordance with Listing Rule 7.5, the following information is provided in relation to the ratification of the issue of the Subscription Shares:

- (a) The Subscription Shares were issued to Mr Ross McKinnon (or his nominees), who is a related party and Material Investor of the Company. Mr McKinnon is a Material Investor of the Company on the basis that at the time of issue of the Subscription Shares he was a related party of the Company and was issued more than 1% of the issued capital of the Company.
- (b) A total of 7,692,308 Subscription Shares were issued within the Company's 15% placement capacity permitted under Listing Rule 7.1.
- (c) The Subscription Shares are fully paid ordinary shares in the capital of the Company and rank equally in all respects with the Company's existing Shares on issue.
- (d) The Subscription Shares were issued on 31 March 2023 at an issue price of \$0.065 per Subscription Share.
- (e) The proceeds from the issue of the Placement Shares have been or are intended to be applied to the key applications in line with the Company's three-phase strategic plan.
- (f) There are no other material terms to the agreement for the subscription of the Subscription Shares.
- (g) A voting exclusion statement is included in the Notice.

6.4 Additional information

Resolution 4 is an ordinary resolution.

The Board (other than Mr McKinnon) recommends that Shareholders vote in favour of Resolution 4.

7. Resolution 5 – Approval of issue of Director Options to Mr Jeffery Sengelman

7.1 General

Refer to Section 3.1 above for the background to the Selective Capital Reduction.

The Company has agreed, subject to obtaining Shareholder approval, to issue up to 500,000 Director Options to Mr Jeffery Sengelman (or his nominees) as a replacement for the Relevant Shares to be cancelled subject to Resolution 1 being passed.

If not for the administrative error discussed in Section 3.1 above, Mr Sengelman would currently hold 500,000 vested but unconverted Performance Rights with an expiry date of 23 November 2025. The Director Options will be issued with a nil exercise price and expiry date of 23 November 2025, and otherwise on the terms and conditions in Schedule 4, to effectively restore Mr Sengelman to the position he otherwise would have been in were it not for the administrative error and Selective Capital Reduction.

Resolution 5 seeks Shareholder approval pursuant to Listing Rule 10.14 for the issue of the Director Options to Mr Jeffery Sengelman (or his nominees) under the Plan, the terms of which are summarised in Schedule 5.

7.2 Listing Rule 10.14

Listing Rule 10.14 provides that a listed company must not permit any of the following persons to acquire Equity Securities under an employee incentive scheme, unless Shareholder approval is provided:

- (a) a director of the company (Listing Rule 10.14.1);
- (b) an associate of a director the company (Listing Rule 10.14.2); or
- (c) a person whose relationship with the company or a person referred to in Listing Rule 10.14.1 or 10.14.2 is such that, in ASX's opinion, the acquisition should be approved by its shareholders (Listing Rule 10.14.3).

The proposed issue of the Director Options falls within Listing Rule 10.14.1 (or Listing Rule 10.14.2 if a Director elects for the Director Performance Rights to be issued to his nominee) and therefore requires the approval of Shareholders under Listing Rule 10.14.

As Shareholder approval is sought under Listing Rule 10.14, approval under Listing Rule 7.1 or 10.11 is not required.

If Resolution 5 is passed, the Company will be able to proceed with the issue of the Director Options.

If Resolution 5 is not passed, the Company will not be able to proceed with the issue of the Director Options to Mr Sengelman and the Company may proceed with other forms of performance-based remuneration, which may include incentives in the form of cash bonuses, in order to restore Mr Sengelman to the position he otherwise would have been in were it not for the administrative error and Selective Capital Reduction.

Resolution 5 is subject to and conditional on the passing of Resolution 1. If Resolution 1 is not passed, Resolution 5 will not be put to Shareholders at the Meeting.

7.3 Specific information required by Listing Rule 10.15

Pursuant to and in accordance with Listing Rule 10.15, the following information is provided in relation to the proposed issue of the Director Options:

- (a) The Director Options will be issued under the Plan to Mr Jeffery Sengelman (or his nominees).
- (b) Mr Sengelman is a related party of the Company by virtue of being a Director and falls into the category stipulated by Listing Rule 10.14.1. In the event the Director Options are issued to a nominee of Mr Sengelman, that person will fall into the category stipulated by Listing Rule 10.14.2.
- (c) The maximum number of Director Options to be issued to Mr Sengelman (or his nominees) is 500,000.
- (d) Mr Sengelman's current total remuneration package as at the date of this Notice is \$75,000 per annum plus superannuation.
- (e) No Equity Securities have previously been issued under the Plan to Mr Sengelman.
- (f) The Director Options will be issued on the terms and conditions in Schedule 4.
- (g) The Board considers that the issue of zero exercise price Options instead of cash is a prudent means of effectively restoring Mr Sengelman to the position he otherwise would have been in were it not for the administrative error and Selective Capital Reduction, whilst conserving the Company's available cash reserves.
- (h) The value the Company attributes to each Director Option is \$0.038, being the Company's last closing Share price as at the date of this Notice. As such, the total value the Company attributes to the Director Options is \$19,000.
- (i) The Director Options are intended to be issued to Mr Sengelman as soon as practicable following the receipt of approval at the Meeting and implementation of the Selective Capital Reduction and in any event, will be issued no later than three years after the date of the Meeting if the required approval is received.
- (j) The Director Options will have an issue price of nil as they will be issued as part of Mr Sengelman's total remuneration package.
- (k) A summary of the material terms of the Plan is in Schedule 5.
- (l) No loan will be provided in relation to the issue of the Director Options.
- (m) Details of any Securities issued under the Plan will be published in the annual report of the Company relating to a period in which they were issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14.
- (n) Any additional persons covered by Listing Rule 10.14 who become entitled to participate in the Plan after Resolution 5 is approved and who were not named in the Notice will not participate until approval is obtained under Listing Rule 10.14.
- (o) A voting exclusion statement is included in the Notice.

7.4 Chapter 2E of the Corporations Act

In accordance with Chapter 2E of the Corporations Act, in order to give a financial benefit to a related party, the Company must:

- (a) obtain Shareholder approval in the manner set out in section 217 to 227 of the Corporations Act; and
- (b) give the benefit within 15 months following such approval,

unless the giving of the financial benefit falls within an exception set out in sections 210 to 216 of the Corporations Act.

The proposed issue of the Director Options constitutes giving a financial benefit to a related party of the Company.

The Board (other than Mr Jeffery Sengelman who has a personal interest in the outcome of this Resolution) considers that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue of the Director Options because the Director Options are considered by the Board as reasonable remuneration and therefore falls within the exception stipulated by section 211 of the Corporations Act.

7.5 Additional information

Resolution 5 is an ordinary resolution.

The Board (other than Mr Sengelman due to his personal interests in the outcome of the Resolution) recommends that Shareholders vote in favour of Resolution 5.

Schedule 1 Definitions

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

\$ or A\$	means Australian Dollars.
Adviser or Alto Capital	means ACNS Capital Markets Pty Ltd (ACN 088 503 208) (AFSL no. 279099 trading as Alto Capital).
Adviser Options	means 6,000,000 Options issued to the Adviser (or its nominees) on the terms and conditions in Schedule 3, the subject of Resolution 3.
ASIC	means the Australian Securities and Investments Commission.
ASX	means the ASX Limited (ABN 98 008 624 691) and, where the context permits, the Australian Securities Exchange operated by ASX Limited.
AWST	means Australian Western Standard Time.
Board	means the board of Directors.
Chair	means the person appointed to chair the Meeting of the Company convened by the Notice.
Closely Related Party	means: <ul style="list-style-type: none">(a) a spouse or child of the member; or(b) has the meaning given in section 9 of the Corporations Act.
Company	means Harvest Technology Group Ltd (ACN 149 970 445).
Corporations Act	means the <i>Corporations Act 2001</i> (Cth), as amended.
Director	means a director of the Company.
Director Options	means 500,000 Options proposed to be issued to Mr Jeffery Sengelman (or his nominees) under the Plan on the terms and conditions in Schedule 4, the subject of Resolution 5.
Equity Security	has the same meaning as in the Listing Rules.
Explanatory Memorandum	means the explanatory memorandum which forms part of the Notice.
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 listing rules of ASX.

Material Investor	<p>means, in relation to the Company:</p> <ul style="list-style-type: none"> (a) a related party; (b) Key Management Personnel; (c) a substantial holder; (d) an advisor; or (e) an associate of the above, <p>who received or will receive Securities in the Company which constitute more than 1% of the Company's anticipated capital structure at the time of issue.</p>
Meeting	has the meaning given in the introductory paragraph of the Notice.
Notice	means this notice of general meeting.
Notice of Conversion	has the meaning given in Section 3.1.
Option	means an option to acquire a Share.
Performance Rights	means the performance rights issued to Mr Jeffery Sengelman on the terms and conditions set out in Schedule 2.
Placement	has the meaning given in Section 4.1.
Placement Shares	means the 56,756,757 Shares issued to a range of sophisticated investors under the Placement, the subject of Resolution 2.
Plan	means the Harvest Technology Group Ltd Employee Securities Incentive Plan, the terms of which are summarised in Schedule 5.
Previous Plan	has the meaning given in Section 3.1.
Proxy Form	means the proxy form attached to the Notice.
Relevant Shares	means the 500,000 Shares held by Mr Jeffery Sengelman the subject of the Selective Capital Reduction pursuant to Resolution 1.
Resolution	means a resolution referred to in the Notice.
Schedule	means a schedule to the Notice.
Section	means a section of the Explanatory Memorandum.
Selective Capital Reduction	has the meaning given in Section 3.1.
Share	means a fully paid ordinary share in the capital of the Company.
Shareholder	means the holder of a Share.

Special General Meeting	means the special general meeting, pursuant to which Mr Sengelman will vote on the selective capital reduction in accordance with section 256C(2) of the Corporations Act.
SPP	has the meaning given in Section 4.1.
Subscription Shares	means the 7,692,308 Shares issued to Mr Ross McKinnon (or his nominees) at an issue price of \$0.065 per Share to raise \$500,000 (before costs), the subject of Resolution 4.
Vesting Notice	has the meaning given in Schedule 2.

Schedule 2 Terms and Conditions of Performance Rights

1. **(Entitlement):** Subject to the terms and conditions set out below, each Performance Right once vested entitles the Holder, on conversion, to the issue of one Share.
2. **(Vesting Conditions):** The Performance Rights have the following milestones attached to them (each referred to as a Milestone).

Class	Performance Rights	Vesting Condition	Milestone Date
A	500,000	The Company achieving a VWAP of at least \$0.35 over any twenty consecutive trading day period before the Milestone Date.	1 March 2021
B	500,000	The Company achieving a VWAP of at least \$0.50 over any twenty consecutive trading day period before the Milestone Date.	1 September 2021
C	500,000	The Company achieving a VWAP of at least \$0.75 over any twenty consecutive trading day period before the Milestone Date.	1 March 2022

3. **(Vesting):** The Company will notify the Holder in writing (**Vesting Notice**) within 3 Business Days of becoming aware that the relevant Milestone has been satisfied. For the avoidance of doubt, each Milestone can only be satisfied once.
4. **(Conversion):** Upon receipt of a Vesting Notice, the Holder may apply to convert the Performance Rights into Shares by delivering a signed notice of conversion to the Company Secretary prior to the expiry date that is specified in condition 5 (**Expiry Date**).
5. **(Expiry Date):** The expiry date is 5pm (WST) on the date that is 5 years from the date of issue (Expiry Date).

Any Performance Rights that have not vested and been converted prior to the Expiry Date,

6. **(Transfer):** The Performance Rights are not transferable.
7. **(Entitlements and Bonus Issues):** Subject always to the rights under condition 8 (Reorganisation of Capital), Holders will not be entitled to participate in new issues of capital offered to Shareholders such as bonus issues and entitlement issues.
8. **(Reorganisation of Capital):** In the event that the issued capital of the Company is reconstructed, all the Holder's rights will be changed to the extent necessary to comply with the Listing Rules at the time of reorganisation provided that, subject to compliance with the Listing Rules, following such reorganisation the Holder's economic and other rights are not diminished or terminated.
9. **(Right to receive notices and attend general meetings):** Each Performance Right confers on the Holder the right to receive notices of general meetings and financial reports and accounts of the Company that are circulated to Shareholders. A Holder has the right to attend general meetings of the Company.

10. **(Voting rights):** A Performance Right does not entitle the Holder to vote on any resolutions proposed at a general meeting of the Company, subject to any voting rights provided under the Corporations Act or the Listing Rules where such rights cannot be excluded by these terms.
11. **(Dividend rights):** A Performance Right does not entitle the Holder to any dividends.
12. **(Return of capital rights):** The Performance Rights do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
13. **(Rights on winding up):** The Performance Rights have no right to participate in the surplus profits or assets of the Company upon a winding up of the Company.
14. **(Change in Control):**
- (a) If prior to the earlier of the conversion of the Performance Rights or the Expiry Date a Change in Control Event occurs, then each Performance Right will automatically and immediately convert into a Share.
 - (b) A Change of Control Event means:
 - (i) takeover bid: the occurrence of the offeror under a takeover offer in respect of all Shares announcing that it has achieved acceptances in respect of more than 50.1% of the Shares and that takeover bid has become unconditional (except any condition in relation to the cancellation or conversion of the Performance Rights); or
 - (ii) scheme of arrangement: the announcement by the Company that:
 - (A) the Shareholders have at a Court-convened meeting of Shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement under which all Shares are to be either cancelled or transferred to a third party; and
 - (B) the Court, by order, has approved the proposed scheme of arrangement.
15. **(Takeovers limitation):**
- (a) Notwithstanding any other provision of these terms, if the conversion of any Performance Rights would result in any person being in breach of section 606(1) of the Corporations Act, the conversion of each Performance Right that would cause the contravention will be deferred until such time or times thereafter that the conversion would not result in a contravention of section 606(1).
 - (b) The Company will not be required to seek the approval of its Shareholders for the purposes of item 7 of section 611 of the Corporations Act to permit the issue of any Share on the conversion of Performance Rights.
 - (c) If the conversion of any Performance Rights is restricted by condition 15(a) and the resultant Shares are not issued before the Expiry Date, the Performance Rights are to expire on the Expiry Date and the Holder will have no further rights and the Company will have no further obligations in respect to the expired Performance Rights or the underlying Shares.
16. **(Issue of Shares):**

Within 5 Business Days after the date on which the Company receives a Notice of Conversion or the Performance Rights convert under conditions 14(a) or 15(b), the Company will:

- (a) issue the Shares specified in the Notice of Conversion or pursuant to the conversion under conditions 14(a) or 15(b);
- (b) give ASX a notice that complies with section 708A(5)(e) of the Corporations Act (to the extent required); and
- (c) apply for official quotation on ASX of Shares issued pursuant to the conversion of the Performance Rights.

If the Company is unable to deliver a notice under condition 16(b) or such a notice for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Shares issued on conversion of the Performance Rights may not be traded and will be subject to a holding lock until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Corporations Act.

All Shares issued upon the conversion of Performance Rights will upon issue rank pari passu in all respects with other Shares.

- 17. **(Quotation):** Performance Rights will not be quoted on ASX. On conversion of Performance Rights into Shares, the Company will apply for quotation in accordance with condition 16(c).
- 18. **(No other rights):** A Performance Right does not give a Holder any rights other than those expressly provided by these terms.
- 19. **(Amendments required by ASX):** The terms of the Performance Rights may be amended as considered necessary by the Board in order to comply with the Listing Rules, or any directions of ASX regarding the terms provided that, subject to compliance with the Listing Rules, following such amendment, the economic and other rights of the Holder are not diminished or terminated.
- 20. **(Plan):** The Performance Rights are granted under the Plan at a nil issue price. In the event of any inconsistency between the Plan and these terms and conditions, these terms and conditions will apply to the extent of the inconsistency.

Schedule 3 Terms and Conditions of Adviser Options

1. **(Entitlement):** Each Adviser Option gives the holder the right to subscribe for one Share.
2. **(Expiry Date):** The Adviser Options will expire at 5.00pm (WST) on the date that is 24 months from the date of issue (**Expiry Date**). An Adviser Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.
3. **(Exercise Price):** Subject to paragraph 9, the amount payable upon exercise of each Adviser Option is \$0.25 per Option.
4. **(Exercise):** A holder may exercise their Adviser Options by lodging with the Company, before the Expiry Date:
 - (a) a written notice of exercise of Adviser Options specifying the number of Adviser Options being exercised; and
 - (b) an electronic funds transfer for the Exercise Price for the number of Adviser Options being exercised.
5. **(Exercise Notice):** An Exercise Notice is only effective when the Company has received the full amount of the Exercise Price in cleared funds. The Adviser Options held by each holder may be exercised in whole or in part, and if exercised in part, at least 1,000 must be exercised on each occasion.
6. **(Timing of issue of Shares on exercise):** Within 5 Business Days of receipt of the Exercise Notice accompanied by the Exercise Price, the Company will issue the number of Shares required under these terms and conditions in respect of the number of Adviser Options specified in the Exercise Notice.
7. **(Transferability):** The Adviser Options are freely transferable from the date of issue, subject to any restriction or escrow arrangements imposed by ASX or under Australian securities laws.
8. **(Ranking of Shares):** All Shares allotted upon the exercise of Adviser Options will upon allotment be fully paid and rank *pari passu* in all respects with other Shares.
9. **(Reconstruction):** If at any time the issued capital of the Company is reconstructed, all rights of a holder of Adviser Options are to be changed in a manner consistent with the Corporations Act and the Listing Rules at the time of the reconstruction.
10. **(Participating rights):** There are no participating rights or entitlements inherent in the Adviser Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Adviser Options without exercising the Adviser Options.
11. **(Amendments):** An Adviser Option does not confer the right to a change in the Exercise Price or a change in the number of underlying securities over which the Adviser Option can be exercised.

Schedule 4 Terms and conditions of Director Options

The terms and conditions of the Director Options (**Options**) are as follows:

1. **(Entitlement):** Subject to the terms and conditions set out below, each Option entitles the holder to the issue of one fully paid ordinary share in the capital of the Company (**Share**).
2. **(Issue Price):** The Options are issued for nil cash consideration.
3. **(Exercise Price):** The amount payable upon exercise of each Option is nil.
4. **(Expiry Date):** Each Option will expire at 5pm (AWST) on 23 November 2025 (**Expiry Date**). An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.
5. **(Exercise Period):** The Options are exercisable at any time and from time to time on or prior to the Expiry Date.
6. **(Notice of Exercise):** The Options may be exercised by notice in writing to the Company in the manner specified on the Option certificate (**Notice of Exercise**). Any Notice of Exercise of an Option received by the Company will be deemed to be a notice of the exercise of that Option as at the date of receipt of the Notice of Exercise (**Exercise Date**).
7. **(Issue of Shares):** As soon as practicable after the valid exercise of an Option, the Company will:
 - (a) issue, allocate or cause to be transferred to the holder the number of Shares to which the holder is entitled;
 - (b) issue a substitute Certificate for any remaining unexercised Options held by the holder;
 - (c) if required, and subject to clause 8, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and
 - (d) do all such acts, matters and things to obtain the grant of quotation of the Shares by ASX in accordance with the Listing Rules.
8. **(Restrictions on transfer of Shares):** If the Company is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or such a notice for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, Shares issued on exercise of the Options may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Corporations Act. The Company is authorised by the holder to apply a holding lock on the relevant Shares during the period of such restriction from trading.
9. **(Ranking):** All Shares issued upon the exercise of Options will upon issue rank equally in all respects with other Shares.
10. **(Transferability of the Options):** The Options are not transferable, except with the prior written approval of the Company at its sole discretion and subject to compliance with the Corporations Act and Listing Rules.
11. **(Dividend rights):** An Option does not entitle the holder to any dividends.
12. **(Voting rights):** An Option does not entitle the holder to vote on any resolutions proposed at a general meeting of the Company, subject to any voting rights provided under the Corporations Act or the ASX Listing Rules where such rights cannot be excluded by these terms.

13. **(Quotation of the Options):** The Company will not apply for quotation of the Options on any securities exchange.
14. **(Adjustments for reorganisation):** If there is any reorganisation of the issued share capital of the Company, the rights of the Option holder will be varied in accordance with the Listing Rules.
15. **(Entitlements and bonus issues):** Subject to the rights under clause 17, holders will not be entitled to participate in new issues of capital offered to shareholders such as bonus issues and entitlement issues.
16. **(Change in exercise price):** There will be no change to the exercise price of the Options or the number of Shares over which the Options are exercisable in the event of the Company making a pro-rata issue of Shares or other securities to the holders of Shares in the Company (other than a bonus issue).
17. **(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):
 - (a) the number of Shares which must be issued on the exercise of an Option will be increased by the number of Shares which the Option holder would have received if the Option holder had exercised the Option before the record date for the bonus issue; and
 - (b) no change will be made to the Exercise Price.
18. **(Return of capital rights):** The Options do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
19. **(Rights on winding up):** The Options have no right to participate in the surplus profits or assets of the Company upon a winding up of the Company.
20. **(Takeovers prohibition):**
 - (a) the issue of Shares on exercise of the Options is subject to and conditional upon the issue of the relevant Shares not resulting in any person being in breach of section 606(1) of the Corporations Act; and
 - (b) the Company will not be required to seek the approval of its members for the purposes of item 7 of section 611 of the Corporations Act to permit the issue of any Shares on exercise of the Options.
21. **(No other rights)** An Option does not give a holder any rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.
22. **(Amendments required by ASX)** The terms of the Options may be amended as considered necessary by the Board in order to comply with the ASX Listing Rules, or any directions of ASX regarding the terms provided that, subject to compliance with the Listing Rules, following such amendment, the economic and other rights of the holder are not diminished or terminated.
23. **(Plan)** The Options are issued pursuant to and are subject to the Plan. In the event of conflict between a provision of these terms and conditions and the Plan, these terms and conditions prevail to the extent of that conflict.
24. **(Constitution)** Upon the issue of the Shares on exercise of the Options, the holder will be bound by the Company's Constitution.

Schedule 5 Summary of Material Terms of Plan

A summary of the material terms and conditions of the Plan is set out below:

- (a) **(Eligible Participant):** Eligible Participant means a person that has been determined by the Board to be eligible to participate in the Plan from time to time and is an “ESS participant” (as that term is defined in Division 1A) in relation to the Company or an associated entity of the Company. This relevantly includes, amongst others:
- (i) an employee or director of the Company or an individual who provides services to the Company;
 - (ii) an employee or director of an associated entity of the Company or an individual who provides services to such an associated entity;
 - (iii) a prospective person to whom paragraphs (i) or (ii) apply;
 - (iv) a person prescribed by the relevant regulations for such purposes; or
 - (v) certain related persons on behalf of the participants described in paragraphs (i) to (iv) (inclusive).
- (b) **(Maximum allocation):** The Company must not make an offer of Securities under the Plan in respect of which monetary consideration is payable (either upfront, or on exercise of convertible securities) where:
- (i) the total number of Plan Shares (as defined in paragraph (m) below) that may be issued or acquired upon exercise of the convertible securities offered; plus
 - (ii) the total number of Plan Shares issued or that may be issued as a result of offers made under the Plan at any time during the previous 3 year period,
- would exceed 5% of the total number of Shares on issue at the date of the offer or such other limit as may be specified by the relevant regulations or the Company’s Constitution from time to time.
- The maximum number of equity securities proposed to be issued under the Plan for the purposes of Listing Rule 7.2, Exception 13 will be as approved by Shareholders from time to time (**ASX Limit**). This means that, subject to the following paragraph, the Company may issue up to the ASX Limit under the Plan without seeking Shareholder approval and without reducing its placement capacity under Listing Rule 7.1.
- The Company will require prior Shareholder approval for the acquisition of equity securities under the Plan to Directors, their associates and any other person whose relationship with the Company or a Director or a Director’s associate is such that, in ASX’s opinion, the acquisition should be approved by Shareholders. The issue of Securities with Shareholder approval will not count towards the ASX Limit.
- (c) **(Purpose):** The purpose of the Plan is to:
- (i) assist in the reward, retention and motivation of Eligible Participants;
 - (ii) link the reward of Eligible Participants to Shareholder value creation; and
 - (iii) align the interests of Eligible Participants with shareholders of the Group (being the Company and each of its Associated Bodies Corporate), by providing an opportunity

to Eligible Participants to receive an equity interest in the Company in the form of Securities.

- (d) **(Plan administration):** The Plan will be administered by the Board. The Board may exercise any power or discretion conferred on it by the Plan rules in its sole and absolute discretion, subject to compliance with applicable laws and the Listing Rules. The Board may delegate its powers and discretion.
- (e) **(Eligibility, invitation and application):** The Board may from time to time determine that an Eligible Participant may participate in the Plan and make an invitation to that Eligible Participant to apply for Securities on such terms and conditions as the Board decides. An invitation issued under the Plan will comply with the disclosure obligations pursuant to Division 1A.

On receipt of an invitation, an Eligible Participant may apply for the Securities the subject of the invitation by sending a completed application form to the Company. The Board may accept an application from an Eligible Participant in whole or in part. If an Eligible Participant is permitted in the invitation, the Eligible Participant may, by notice in writing to the Board, nominate a party in whose favour the Eligible Participant wishes to renounce the invitation.

A waiting period of at least 14 days will apply to acquisitions of Securities for monetary consideration as required by the provisions of Division 1A.

- (f) **(Grant of Securities):** The Company will, to the extent that it has accepted a duly completed application, grant the successful applicant (**Participant**) the relevant number of Securities, subject to the terms and conditions set out in the invitation, the Plan rules and any ancillary documentation required.
- (g) **(Terms of Convertible Securities):** Each 'Convertible Security' represents a right to acquire one or more Shares (for example, under an option or performance right), subject to the terms and conditions of the Plan.

Prior to a Convertible Security being exercised a Participant does not have any interest (legal, equitable or otherwise) in any Share the subject of the Convertible Security by virtue of holding the Convertible Security. A Participant may not sell, assign, transfer, grant a security interest over or otherwise deal with a Convertible Security that has been granted to them. A Participant must not enter into any arrangement for the purpose of hedging their economic exposure to a Convertible Security that has been granted to them.

- (h) **(Vesting of Convertible Securities):** Any vesting conditions applicable to the grant of Convertible Securities will be described in the invitation. If all the vesting conditions are satisfied and/or otherwise waived by the Board, a vesting notice will be sent to the Participant by the Company informing them that the relevant Convertible Securities have vested. Unless and until the vesting notice is issued by the Company, the Convertible Securities will not be considered to have vested. For the avoidance of doubt, if the vesting conditions relevant to a Convertible Security are not satisfied and/or otherwise waived by the Board, that Convertible Security will lapse.
- (i) **(Exercise of Convertible Securities and cashless exercise):** To exercise a Convertible Security, the Participant must deliver a signed notice of exercise and, subject to a cashless exercise of Convertible Securities (see below), pay the exercise price (if any) to or as directed by the Company, at any time prior to the earlier of any date specified in the vesting notice and the expiry date as set out in the invitation.

At the time of exercise of the Convertible Securities, and subject to Board approval, the Participant may elect not to be required to provide payment of the exercise price for the number of Convertible Securities specified in a notice of exercise, but that on exercise of

those Convertible Securities the Company will transfer or issue to the Participant that number of Shares equal in value to the positive difference between the Market Value of the Shares at the time of exercise and the exercise price that would otherwise be payable to exercise those Convertible Securities.

Market Value means, at any given date, the volume weighted average price per Share traded on the ASX over the 5 trading days immediately preceding that given date, unless otherwise specified in an invitation.

A Convertible Security may not be exercised unless and until that Convertible Security has vested in accordance with the Plan rules, or such earlier date as set out in the Plan rules.

- (j) **(Delivery of Shares on exercise of Convertible Securities):** As soon as practicable after the valid exercise of a Convertible Security by a Participant, the Company will issue or cause to be transferred to that Participant the number of Shares to which the Participant is entitled under the Plan rules and issue a substitute certificate for any remaining unexercised Convertible Securities held by that Participant.
- (k) **(Forfeiture of Convertible Securities):** Where a Participant who holds Convertible Securities ceases to be an Eligible Participant or becomes insolvent, all unvested Convertible Securities will automatically be forfeited by the Participant, unless the Board otherwise determines in its discretion to permit some or all of the Convertible Securities to vest.

Where the Board determines that a Participant has acted fraudulently or dishonestly, or wilfully breached his or her duties to the Group, the Board may in its discretion deem all unvested Convertible Securities held by that Participant to have been forfeited.

Unless the Board otherwise determines, or as otherwise set out in the Plan rules:

- (i) any Convertible Securities which have not yet vested will be forfeited immediately on the date that the Board determines (acting reasonably and in good faith) that any applicable vesting conditions have not been met or cannot be met by the relevant date; and
 - (ii) any Convertible Securities which have not yet vested will be automatically forfeited on the expiry date specified in the invitation.
- (l) **(Change of control):** If a change of control event occurs in relation to the Company, or the Board determines that such an event is likely to occur, the Board may in its discretion determine the manner in which any or all of the Participant's Convertible Securities will be dealt with, including, without limitation, in a manner that allows the Participant to participate in and/or benefit from any transaction arising from or in connection with the change of control event.
- (m) **(Rights attaching to Plan Shares):** All Shares issued under the Plan, or issued or transferred to a Participant upon the valid exercise of a Convertible Security, **(Plan Shares)** will rank pari passu in all respects with the Shares of the same class. A Participant will be entitled to any dividends declared and distributed by the Company on the Plan Shares and may participate in any dividend reinvestment plan operated by the Company in respect of Plan Shares. A Participant may exercise any voting rights attaching to Plan Shares.
- (n) **(Disposal restrictions on Securities):** If the invitation provides that any Plan Shares or Convertible Securities are subject to any restrictions as to the disposal or other dealing by a Participant for a period, the Board may implement any procedure it deems appropriate to ensure the compliance by the Participant with this restriction.

- (o) **(Adjustment of Convertible Securities):** If there is a reorganisation of the issued share capital of the Company (including any subdivision, consolidation, reduction, return or cancellation of such issued capital of the Company), the rights of each Participant holding Convertible Securities will be changed to the extent necessary to comply with the Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.

If Shares are issued by the Company by way of bonus issue (other than an issue in lieu of dividends or by way of dividend reinvestment), the holder of Convertible Securities is entitled, upon exercise of the Convertible Securities, to receive an allotment of as many additional Shares as would have been issued to the holder if the holder held Shares equal in number to the Shares in respect of which the Convertible Securities are exercised.

Unless otherwise determined by the Board, a holder of Convertible Securities does not have the right to participate in a pro rata issue of Shares made by the Company or sell renounceable rights.

- (p) **(Participation in new issues):** There are no participation rights or entitlements inherent in the Convertible Securities and holders are not entitled to participate in any new issue of Shares of the Company during the currency of the Convertible Securities without exercising the Convertible Securities.
- (q) **(Amendment of Plan):** Subject to the following paragraph, the Board may at any time amend any provisions of the Plan rules, including (without limitation) the terms and conditions upon which any Securities have been granted under the Plan and determine that any amendments to the Plan rules be given retrospective effect, immediate effect or future effect.

No amendment to any provision of the Plan rules may be made if the amendment materially reduces the rights of any Participant as they existed before the date of the amendment, other than an amendment introduced primarily for the purpose of complying with legislation or to correct manifest error or mistake, amongst other things, or is agreed to in writing by all Participants.

- (r) **(Plan duration):** The Plan continues in operation until the Board decides to end it. The Board may from time to time suspend the operation of the Plan for a fixed period or indefinitely, and may end any suspension. If the Plan is terminated or suspended for any reason, that termination or suspension must not prejudice the accrued rights of the Participants.

If a Participant and the Company (acting by the Board) agree in writing that some or all of the Securities granted to that Participant are to be cancelled on a specified date or on the occurrence of a particular event, then those Securities may be cancelled in the manner agreed between the Company and the Participant.



Harvest Technology Group Ltd
ABN 77 149 970 445

HTGRM

MR RETURN SAMPLE
123 SAMPLE STREET
SAMPLE SUBURB
SAMPLETOWN VIC 3030

Need assistance?



Phone:
1300 850 505 (within Australia)
+61 3 9415 4000 (outside Australia)



Online:
www.investorcentre.com/contact



YOUR VOTE IS IMPORTANT

For your proxy appointment to be effective it must be received by **1:00pm (AWST) on Monday, 2 October 2023.**

Proxy Form

How to Vote on Items of Business

All your securities will be voted in accordance with your directions.

APPOINTMENT OF PROXY

Voting 100% of your holding: Direct your proxy how to vote by marking one of the boxes opposite each item of business. If you do not mark a box your proxy may vote or abstain as they choose (to the extent permitted by law). If you mark more than one box on an item your vote will be invalid on that item.

Voting a portion of your holding: Indicate a portion of your voting rights by inserting the percentage or number of securities you wish to vote in the For, Against or Abstain box or boxes. The sum of the votes cast must not exceed your voting entitlement or 100%.

Appointing a second proxy: You are entitled to appoint up to two proxies to attend the meeting and vote on a poll. If you appoint two proxies you must specify the percentage of votes or number of securities for each proxy, otherwise each proxy may exercise half of the votes. When appointing a second proxy write both names and the percentage of votes or number of securities for each in Step 1 overleaf.

A proxy need not be a securityholder of the Company.

SIGNING INSTRUCTIONS FOR POSTAL FORMS

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

Joint Holding: Where the holding is in more than one name, all of the securityholders 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 form when you return it.

Companies: Where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please sign in the appropriate place to indicate the office held. Delete titles as applicable.

PARTICIPATING IN THE MEETING

Corporate Representative

If a representative of a corporate securityholder or proxy is to participate in the meeting you will need to provide the appropriate "Appointment of Corporate Representative". A form may be obtained from Computershare or online at www.investorcentre.com/au and select "Printable Forms".

Lodge your Proxy Form:

XX

Online:

Lodge your vote online at www.investorvote.com.au using your secure access information or use your mobile device to scan the personalised QR code.

Your secure access information is



Control Number: 999999

PIN: 99999

For Intermediary Online subscribers (custodians) go to www.intermediaryonline.com

By Mail:

Computershare Investor Services Pty Limited
GPO Box 242
Melbourne VIC 3001
Australia

By Fax:

1800 783 447 within Australia or
+61 3 9473 2555 outside Australia



PLEASE NOTE: For security reasons it is important that you keep your SRN/HIN confidential.

You may elect to receive meeting-related documents, or request a particular one, in electronic or physical form and may elect not to receive annual reports. To do so, contact Computershare.



Change of address. If incorrect, mark this box and make the correction in the space to the left. Securityholders sponsored by a broker (reference number commences with 'X') should advise your broker of any changes.



IND

Proxy Form

Please mark ☒ to indicate your directions

Step 1 Appoint a Proxy to Vote on Your Behalf

XX

I/We being a member/s of Harvest Technology Group Ltd hereby appoint

☐

the Chairman
of the Meeting

OR

PLEASE NOTE: Leave this box blank if you have selected the Chairman of the Meeting. Do not insert your own name(s).

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Meeting, as my/our proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the General Meeting of Harvest Technology Group Ltd to be held virtually on Wednesday, 4 October 2023 at 1:00pm (AWST) and at any adjournment or postponement of that meeting.

Chairman authorised to exercise undirected proxies on remuneration related resolutions: Where I/we have appointed the Chairman of the Meeting as my/our proxy (or the Chairman becomes my/our proxy by default), I/we expressly authorise the Chairman to exercise my/our proxy on Resolutions 1 and 5 (except where I/we have indicated a different voting intention in step 2) even though Resolutions 1 and 5 are connected directly or indirectly with the remuneration of a member of key management personnel, which includes the Chairman.

Important Note: If the Chairman of the Meeting is (or becomes) your proxy you can direct the Chairman to vote for or against or abstain from voting on Resolutions 1 and 5 by marking the appropriate box in step 2.

Step 2 Items of Business

PLEASE NOTE: If you mark the **Abstain** box for an item, you are directing your proxy not to vote on your behalf on a show of hands or a poll and your votes will not be counted in computing the required majority.

		For	Against	Abstain
Resolution 1	Capital Reduction of Shares held by Mr Jeffery Sengelman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 2	Ratification of issue of Placement Shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 3	Ratification of issue of Adviser Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 4	Ratification of issue of Subscription Shares to Mr Ross McKinnon	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 5	Approval of issue of Director Options to Mr Jeffery Sengelman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business. In exceptional circumstances, the Chairman of the Meeting may change his/her voting intention on any resolution, in which case an ASX announcement will be made.

Step 3 Signature of Securityholder(s) *This section must be completed.*

Individual or Securityholder 1

Sole Director & Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director/Company Secretary

/ /

Date

Update your communication details (Optional)

Mobile Number

Email Address

By providing your email address, you consent to receive future Notice of Meeting & Proxy communications electronically





5 September 2023

Dear Shareholder

General Meeting – Notice of Meeting and Proxies

Notice is given that the General Meeting (**Meeting**) of Shareholders of Harvest Technology Group Ltd (ACN 149 970 445) (**Company**) will be held as follows:

Time and date: 1:00pm (AWST) on Wednesday, 4 October 2023

Virtually: via the following virtual meeting link: <https://meetnow.global/MZV77H5>

Notice of Meeting

In accordance with 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 from:

- the Company's website at <https://harvest.technology/investors/>; and
- the ASX market announcements page under the Company's code "HTG".

If you have nominated an email address and have elected to receive electronic communications from the Company, you will also receive an email to your nominated email address with a link to an electronic copy of the Notice of Meeting.

Participation and voting at the Meeting or by proxy

The Meeting will be virtually accessible to all Shareholders, and will allow Shareholders, as a whole, a reasonable opportunity to participate without being physically present at the Meeting.

The technology used to hold the Meeting will be reasonable and, Shareholders entitled to attend and vote at the Meeting, will be able to:

- view the Meeting live;
- exercise a right, orally and in writing, to ask questions and make comments; and
- cast votes in real time on a poll during the Meeting.

Shareholders (including proxies, attorneys, and body corporate representatives) can vote online.

If you are eligible to vote at the Meeting, please select the Vote Icon at the top right of the Computershare platform. The resolutions will appear and be available to vote. To cast your vote, simply select For, Against



or Abstain, and it will acknowledge your vote. There is no need to hit submit. Voting will open at the start of the Meeting.

To vote or ask a question online, you will need to provide your securityholder number (i.e. your SRN/HIN) or proxy number. Proxyholders will need to contact Computershare on +61 3 9415 4024 prior to the Meeting to obtain their login details.

Shareholders are encouraged to vote by lodging a proxy form.

The Directors instruct all Shareholders who would like to have their vote counted to either:

- vote by lodging a Proxy Form prior to 1:00pm (AWST) on Monday, 2 October 2023 (**Proxy Cut-Off Time**) (recommended). Shareholders are strongly urged to vote by lodging a Proxy Form prior to the Meeting and to appoint the Chair as their proxy; or
- vote live at the virtual Meeting in accordance with the instructions above and in Section 2.3 of the Notice of Meeting and as otherwise instructed by the Chair at the Meeting.

Proxy forms can be lodged:

- **Online:** www.investorvote.com.au
- **By mail:** Computershare Investor Services Pty Limited, GPO Box 242 Melbourne VIC 3001, Australia
- **By fax:** 1800 783 447 within Australia or +61 3 9473 2555 outside Australia
- **By mobile:** Scan the QR Code on your Proxy Form and follow the prompts

In order for your proxy to be valid, your Proxy Form (and any power of attorney under which it is signed) must be received by the Proxy Cut-Off Time. **Proxies received after this time will be invalid.**

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.

Authorised for release by:

Jack Rosagro
Company Secretary
Harvest Technology Group Ltd