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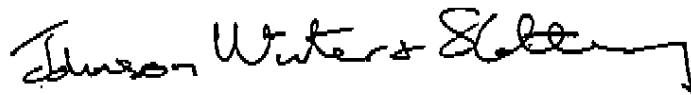
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AVH – Notice of Initial Substantial Holder

Please find attached a Form 603 – Notice of Initial Substantial Holder in relation to the shares in Avita Medical Ltd (ASX:AVH).

Yours sincerely



This facsimile transmission is a confidential communication to the person named above. It may be subject to legal professional privilege or otherwise protected under applicable laws. The use of this transmission or the information and data comprising it by any person other than the named addressee is prohibited. If you have received this transmission but you are not the named addressee would you please telephone us on (08) 8239 7111, and forward the document produced as a result of this transmission by secure courier. Your costs of doing so will be refunded.

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15 July 2001

Form 603Corporations Act 2001
Section 671B**Notice of initial substantial holder**To Company Name/Scheme Avita Medical LtdACN/ARSN 058 486 523**1. Details of substantial holder (1)**Name Redmile Group, LLC and Jeremy C. Green

ACN/ARSN (if applicable) _____

The holder became a substantial holder on 10 / 12 / 2018**2. Details of voting power**

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

Class of securities (4)	Number of securities	Persons' votes (5)	Voting power (6)
Ordinary	155,023,507	155,023,507	9.38%

3. Details of relevant interests

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

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Redmile Group, LLC	Redmile Group, LLC is the investment manager/adviser to each of registered holders listed in paragraph 4 and in such capacity has a relevant interest in the shares under sections 608(1)(b) and 608(1)(c) of the Corporations Act. The shares were acquired by the registered holders pursuant to a Private Placement Subscription Agreement – annexed at Annexure A.	155,023,507 ordinary shares
Jeremy C. Green	Jeremy C. Green serves as the managing member of Redmile Group, LLC and as such has a deemed relevant interest in the shares under section 608(3) of the Corporations Act.	155,023,507 ordinary shares

4. Details of present registered holders

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Redmile Group, LLC / Jeremy Green	Redmile Capital Offshore Fund II, Ltd.	Redmile Capital Offshore Fund II, Ltd.	78,225,707 ordinary shares
Redmile Group, LLC / Jeremy Green	Redmile Strategic Master Fund, LP	Redmile Strategic Master Fund, LP	78,797,800 ordinary shares

5. Consideration

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

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Redmile Group, LLC / Jeremy Green	10 December 2018	A\$0.08 per share	-	155,023,507 ordinary shares

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6. Associates

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

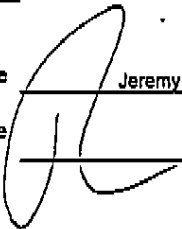
Name and ACN/ARSN (if applicable)	Nature of association
Redmile Group, LLC / Jeremy Green	Associates under section 12(2)(c) of the Corporations Act

7. Addresses

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

Name	Address
Redmile Group, LLC, Redmile Capital Offshore Fund II, Ltd., Redmile Strategic Master Fund, LP and Jeremy Green	One Letterman Drive, Suite D3-300, San Francisco, CA 94129, United States

Signature

print name Jeremy Green capacity Managing Member of Redmile Group, LLC
 sign here  date 11 / 12 / 18

DIRECTIONS

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

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. If the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Avita Medical Ltd ACN 124 374 321

Annexure A

This is Annexure A of 28 pages (including this page) referred to in the Form 603 – Notice of Initial substantial holder



Name: Jeremy Green

Title: Managing Member of Redmile Group, LLC

Date: 11 December 2018

Execution Copy

AVITA MEDICAL LIMITED
PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT
INSTRUCTIONS TO INVESTOR

1. All investors must complete all the information and sign where indicated.
2. This document cannot be used by Australian-resident investors. If you are an Australian-resident investor, please contact Cowen and Company, LLC at 646-562-1530 for information on how you can participate in the Offering.
3. **IF YOU ARE IN THE UNITED STATES OR ARE OTHERWISE SUBJECT TO THE SECURITIES LAWS OF THE UNITED STATES**, then you must complete and sign the "U.S. Investor Status Certificate" that starts at Schedule "A". The purpose of the certificate is to determine whether you meet the standards for participation in a private placement under the "accredited investor" exemption under Regulation D of the United States Securities Act of 1933, as amended (the "Securities Act").

PLEASE MAKE SURE YOUR SUBSCRIPTION INCLUDES:

1. One (1) signed copy of this Subscription Agreement;
2. One (1) signed copy of the Confirmation and Acceptance Form (Annex A); and
3. If applicable, one (1) signed copy of the U.S. Investor Status Certificate (Schedule "A").

PLEASE DELIVER YOUR SIGNED SUBSCRIPTION DOCUMENTS TO THE COMPANY AS FOLLOWS:

To: Cowen and Company, LLC
Attention: Managing Director
Facsimile: 646-562-1530
Email: Michael.Campbell@cowen.com
ALL BY 9:00 AM (AUSTRALIAN EASTERN DAYLIGHT TIME) ON DECEMBER 4, 2018

YOUR PAYMENT OF THE PURCHASE PRICE FOR FIRST CLOSING MUST BE RECEIVED BY THE COMPANY NO LATER THAN 9:00 AM (AUSTRALIAN EASTERN DAYLIGHT TIME) ON DECEMBER 7, 2018:

PLEASE NOTE THAT THE SUBSCRIPTION AGREEMENT WILL BE THE ONLY FORM OF CONFIRMATION YOU WILL RECEIVE IN RELATION TO YOUR SUBSCRIPTION.

SUBSCRIPTION AGREEMENT

THE SHARES REFERENCED HEREIN HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES WITHOUT REGISTRATION UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

Avita Medical Limited
c/o AVITA Medical Americas
28159 Avenue Stanford, Suite 220
Valencia, CA 91355 USA

Ladies and Gentlemen:

1. *Subscription.* Avita Medical Limited (ACN 058 466 523), a company registered under the laws of the Commonwealth of Australia (the "Company"), is proposing an offering (the "Offering"), on a private placement basis, of 500,000,000 fully paid ordinary shares ("Shares") of the Company at AUD\$0.080 per Share (the "Purchase Price") to raise up to AUD\$40,000,000.00 before the costs of the Offering, with a possibility to resize the Offering—provided that any such resizing shall require the Investor's prior written consent (which may not be unreasonably withheld) if the effect of the resizing is to reduce the size of the Offering. The Shares will be issued in a two tranches (referred to as "First Closing" and "Second Closing," respectively). Cowen and Company, LLC ("Placement Agent") has been appointed as the placement agent for the Offering in the United States.

The Investor is entering into this subscription agreement (the "Subscription Agreement") as investment manager for certain Redmile funds (the "Funds") and is subscribing for the number of Shares as set forth on the signature page of this Subscription Agreement for and on behalf of such Funds in such allocations as the Investor determines, which allocations will be notified to the Company and Placement Agent at least two business days (as defined in the ASX Listing Rules) before each Closing Date. The consideration for each Share hereunder is the Purchase Price.

2. *Delivery Instructions.* The Investor shall at least two (2) business days (as defined in the ASX Listing Rules) before each Closing Date complete, execute and return to the Placement Agent (and any other person listed on the instructions page of this Subscription Agreement) one (1) fully completed and executed copy of the Confirmation and Acceptance Form ("CARD Form") (attached hereto as Annex A), in addition (as appropriate) if the Investor or Fund is a "U.S. Subscriber," defined as (i) any person purchasing the Shares in the United States; (ii) any person purchasing Shares on behalf of a person in the United States; (iii) any person that receives or received an offer to purchase the Shares while in the United States; and (iv) any person that is in the United States at the time the Investor's buy order was made or this Subscription Agreement was executed or delivered, a completed and duly signed Schedule "A", U.S. Investor Status Certificate, attached hereto.

3. *Closing Dates.* Subject to the terms and conditions set forth in this Subscription Agreement, unless otherwise agreed to in writing by the Company and the Investor, the First Closing shall occur on December 7, 2018 ("First Closing Date"). It is anticipated that the Second Closing shall occur on or about January 9, 2019 and will be subject to approval of such Second Closing by the shareholders of the Company as described in paragraph 10 (the "Second Closing Date" and together with the First Closing Date, each a "Closing Date"). Notwithstanding the foregoing, the Second Closing Date must not be more than five (5) business days (as defined in the ASX Listing Rules) after the relevant Shareholder approval is obtained. For the avoidance of doubt, the First Closing is not conditional upon, or subject to, the Second Closing.

4. *Representations, Warranties and Agreements of Investor.* Investor represents and warrants to, and agrees with, the Company as of the date hereof and as of the time of closing on the First Closing Date and the Second Closing Date:

(a) *Authorization; Enforceability.* Investor is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and has the power and authority to enter into this Subscription Agreement and each other document required to be executed and delivered by or on behalf of Investor in connection with this subscription for Shares, and to perform its obligations hereunder and thereunder and consummate the transactions contemplated hereby and thereby, and the person signing this Subscription Agreement and each other document required to be executed and delivered by or on behalf of Investor in connection with this subscription for Shares has been duly authorized to execute and deliver this Subscription Agreement and such other documents. Such execution, delivery and compliance by Investor does not conflict with, or constitute a default under, any instruments governing Investor, any applicable law, regulation or order, or any material agreement to which Investor is a party or by which Investor is bound. This Subscription Agreement has been duly executed and delivered by Investor and constitutes a valid and legally binding agreement of Investor, enforceable against Investor in accordance with its terms, subject, as to the enforcement of remedies, to applicable bankruptcy, fraudulent transfer, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity.

(b) *Acceptance Required.* This Subscription Agreement is not enforceable by Investor unless and until it has been accepted by the Company.

(c) *U.S. Investor Status; Investment Intent.* If the Investor is a U.S. Subscriber, such Investor is an "accredited investor" (an "Accredited Investor") that satisfies one of the criteria of Rule 501(a) of Regulation D under the Securities Act, and that is acquiring the Shares (i) for its own account; (ii) for the account or benefit of one or more persons each of whom is an Accredited Investor over which Investor exercises sole investment discretion; or (iii) an eligible U.S. fund manager, as contemplated by Rule 902(k)(2)(i) under the Securities Act (an "Eligible U.S. Fund Manager"), in each case for investment purposes and not with a view to the resale or distribution thereof.

(d) *Residence.* Each Disclosed Principal (as defined in the CARD Form attached as Annex A) is a resident in the jurisdiction set out in the signature page of this Subscription Agreement. Such address was not created and is not used solely for the purpose of acquiring the Shares and Investor was solicited to purchase Shares, and executed this Subscription Agreement, in such jurisdiction. If applicable, Investor has completed the U.S. Investor Status Certificate attached hereto as Schedule "A", and such certificate contains information about Investor or a Fund that is true and accurate as of the date of signing of the certificate and will be true and correct as of each Closing Date and as of the date of allotment of the Shares.

(e) *Exemptions from Registration under the Securities Act.* Investor is aware and acknowledges that, in connection with the offer and sale to it of the Shares, the Company is relying on an exemption from registration under the Securities Act provided by Section 4(a)(2) thereof and/or Rule 506(b) of Regulation D promulgated thereunder. Investor understands that the Company has no obligation or intention to register the Shares under the Securities Act or any state securities laws or to comply with the requirements for any other exemption from the registration requirements of the Securities Act or applicable state securities laws.

(f) *No General Solicitation (U.S.).* If Investor or any of the Funds is a U.S. Subscriber, it is not purchasing the Shares as a result of any form of general solicitation or general advertising (within the meaning of Rule 502 of Regulation D under the Securities Act), including, but not limited to, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or on the internet, or broadcast over radio, television or the internet, or any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(g) *Investor Sophistication; Non-Reliance; Suitability; Access to Information.* (i) Investor has such knowledge and experience in financial and business matters that Investor is capable of evaluating the merits and risks (including for tax, legal, regulatory, accounting and other financial purposes) of its prospective investment in the Shares for itself and each other person, if any, for whose account Investor is acquiring any Shares; (ii) Investor and each other person, if any, for whose account Investor is acquiring any Shares is financially able to bear the economic risk of an investment in the Shares and has adequate means to provide for its current needs and other contingencies and to withstand the loss of the entire investment in the Shares and has no need for liquidity with respect to its investment in the Shares; (iii) Investor acknowledges that none of the Placement Agent nor any of its affiliates, including any broker-dealer affiliates of the Placement Agent (collectively, the "Affiliates"), makes any representations or warranties as to the accuracy or completeness of, and that, to the maximum extent permitted by law, none of the Placement Agent nor any of its Affiliates accepts any liability for, any information made available in connection with the Offering, the Shares or the Company; (iv) Investor, and each other person, if any, for whose account Investor is acquiring any Shares, has conducted and relied entirely upon its own investigation and assessment of, and sought any advice it deems necessary from its own advisors regarding the Offering, the Shares and the Company, including, without limitation, the particular United States federal, provincial, state and/or local income and other tax consequences of the purchase, ownership, and disposition of the Shares in light of its particular situation as well as any consequences arising under the laws of any other taxing jurisdiction and it acknowledges that it has not relied and will not rely to any degree upon the Company, the Placement Agent or any of its representatives or Affiliates for advice as to any tax consequences related to such investment, or the Offering, or the purchase, ownership, disposition or exercise, as applicable, of the Shares or for the preparation and filing of any tax returns and elections required or permitted to be filed by it in connection therewith; (v) Investor has had access to such financial and other information concerning the Company and the Shares as it has deemed necessary or appropriate to make its own independent and informed decision to purchase the Shares, including the opportunity, at a reasonable time prior to its purchase of the Shares, to ask questions and receive answers from representatives of the Company concerning the Company, the Shares and the terms and conditions of the Offering; (vi) if a U.S. Subscriber, Investor understands that the Company's financial statements are prepared in accordance with the Australian Accounting Standards and other authoritative pronouncements of the Australian Accounting Standards Board and International Financial Reporting Standards, as issued by the International Accounting Standards Board, which differ in certain significant respects from U.S. generally accepted accounting principles and thus may not be comparable to financial statements prepared by U.S. companies; and (vii) Investor has determined that an investment in the Shares is suitable and appropriate for itself and each other person, if any, for whose account or benefit Investor is acquiring any Shares both in the nature and number of the Shares being acquired. In particular, the Investor is aware that the Company may have been a "passive foreign investment company" ("PFIC") (as defined in Section 1297 of the U.S. Internal Revenue Code of 1986, as amended) for U.S. federal income tax purposes in its most recent fiscal year, may be a PFIC for its current fiscal year, and may become or continue to be a PFIC in future fiscal years.

(h) *Formation of Investor.* Investor has not been formed solely for the purpose of entering into the transactions described herein.

(i) *No Disclosure Document.* Investor acknowledges that the offering and issuance of the Shares under this Subscription Agreement is being made without the preparation and delivery of a prospectus under the Corporations Act 2001 (Cth) ("Corporations Act"), as permitted under the Corporations Act as modified by Australian Securities and Investments Commission ("ASIC") Class Orders or Legislative Instruments, or any other offering or disclosure document. Investor further acknowledges that (i) as an Australian public company with ordinary shares listed on the Australian Securities Exchange ("ASX"), the Company is subject to Australian disclosure requirements and standards, including the continuous disclosure requirements of the Corporations Act and the Listing Rules of the ASX ("ASX Listing Rules"), and is required thereby to file certain information, including audited annual financial statements and unaudited interim financial statements with the ASX, and that Investor may obtain copies of such documents filed with the ASX from the ASX web site at www.asx.com.au (ticker code "AVH"); (ii) the contents of such website have not been approved by the Placement Agent and that the Placement Agent takes no responsibility for its contents; (iii) the Company is not, and does not expect or intend to become, subject to the periodic reporting and other information requirements of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"); and (iv) Australian disclosure requirements and standards are different from those of the United States, Hong Kong, Singapore, United Kingdom and any other jurisdiction that the Investor may reside. Investor represents that it is aware of the information that the Company has publicly disclosed with the ASX and has reviewed such information as it has deemed necessary or appropriate in advance of agreeing to subscribe for and purchase the Shares.

(j) *Limitations on Transfer on Shares; Resale Restrictions.* Investor understands that the offer and sale of the Shares have not been, and will not be, registered under the Securities Act or any state securities laws, and that the Shares, cannot be offered, sold, pledged, disposed of or otherwise transferred except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. Such Shares may only be offered, sold, pledged, disposed of or otherwise transferred by Investor: (i) to the Company; (ii) in an "offshore transaction" (as defined in Rule 902(h) under the Securities Act) in compliance with Regulation S under the Securities Act, including in ordinary transactions on the ASX; (iii) pursuant to an effective registration statement under the Securities Act (which Investor acknowledges that the Company has no obligation to file or make available); or (iv) in a transaction exempt from, or not subject to, the registration requirements of the Securities Act, and in each of the cases (ii) through (iv), in accordance with any applicable securities laws of any state of the United States or any other jurisdiction. Except for the sale of the Shares in ordinary transactions on the ASX that comply with Regulation S under the Securities Act, Investor agrees that it (or any other person for whose account or benefit Investor is purchasing the Shares) will notify any person to whom any Shares are sold or otherwise transferred, prior to any such transfer, that such person will be bound by the provisions of this paragraph. Investor understands that the foregoing restrictions may limit its ability to resell or otherwise transfer the Shares in the United States or in transactions other than ordinary transactions on the ASX (or another qualifying offshore securities market) in compliance with Regulation S under the Securities Act.

The Investor consents to the Company making a notation in its records or giving instructions to any registrar or transfer agent of the Company in order to implement the foregoing restrictions to the extent that such notations or instructions are required by applicable law.

(k) *ERISA.*

(i) If Investor is an employee benefit plan but is not an investor which is subject to the prohibited transaction rules of Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), or the fiduciary responsibility provisions of the U.S. Employee Retirement Security Act of 1974 ("ERISA") (such an investor, a "Benefit Plan Investor"), (i) Investor's commitment to purchase the Shares does not, in the aggregate, constitute more than 10% of the fair market value of Investor's assets, (ii) the acquisition and holding of the Shares by Investor complies with all applicable requirements of ERISA, the Code and other applicable laws governing Investor and is in accordance with Investor's governing documents, (iii) the acquisition and holding of the Shares by Investor either does not constitute a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, or one or more statutory or administrative exemptions from the prohibited transaction rules of ERISA and the Code is applicable to such acquisition and holding and (iv) Investor agrees to provide to the Company, in writing, all additional information that the Company may reasonably request in order to avoid violations of any provision of ERISA and to determine whether Investor meets the suitability standards for ownership of the Shares.

(ii) If Investor is not a Benefit Plan Investor, (A) the acquisition and holding of the Shares by Investor complies with all applicable laws governing Investor, is in accordance with Investor's governing documents, (B) will not result in the assets of the Company being treated as the "plan assets" of Investor under applicable law and (C) Investor agrees to provide to the Company, in writing, all additional information that the Company may reasonably request in order to avoid violations of any provision of applicable law and to determine whether Investor meets the suitability standards for ownership of the Shares.

(l) *No Governmental Approval.* Investor understands that the Shares have not been approved or disapproved by the U.S. Securities and Exchange Commission or any other governmental authority or agency of any jurisdiction. Any representation to the contrary is a criminal offense.

(m) *Purpose of Issuance of Shares.* Investor understands that the purpose of the issue of the Shares is to fund the marketing and sales effort to support the U.S. market launch of the RECELL® System, clinical and research and development to support pipeline expansion, and for general working capital purposes.

(n) *Reliance on Representations, etc.* Investor acknowledges that the offering and issuance of the Shares are being made in reliance on an exemption from the registration requirements of the Securities Act, and that the Company's reliance on such exemption is predicated in part on the acknowledgements, representations and warranties of Investor contained herein. Accordingly, Investor agrees that, if any of the representations or warranties made by it in connection with its purchase of the Shares is no longer accurate, Investor will promptly notify the Company thereof.

(o) *Disclosed Principal.* If Investor is subscribing as agent for a Disclosed Principal, it has disclosed the name of the Disclosed Principal on Annex A of this Subscription Agreement and acknowledges that the Company may be required by law to disclose to certain regulatory authorities the identity of each Disclosed Principal for whom Investor is acting.

(p) *Counsel.* Investor acknowledges that the Company's counsel and the Placement Agent's counsel are acting as counsel to the Company and the Placement Agent, respectively, and not as counsel to Investor.

(q) *Foreign Investment.* The Investor confirms that its entry into this Subscription Agreement and the Investor's (and its associates) or the Funds' acquisition of Shares under the Offering would not constitute a notifiable or significant action for the purposes of the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

(r) *Relevant Interest.* The Investor confirms that its entry into this Subscription Agreement and the Investor's (and its associates, as that term is defined in the Corporations Act) or the Funds' acquisition of Shares under the Offering would not, based on the Offering size set out in paragraph 1, result in it having voting power (as that term is defined in the Corporations Act) in more than 19.9% of the Company's outstanding ordinary shares.

(s) *Terms of Shares.* The Investor understands that the Shares will be issued on the terms and conditions contained in this Subscription Agreement and will be held by the Investor subject to the Corporations Act, the ASX Listing Rules and the Company's constitution.

5. *Publicly Available Information.* To the fullest extent permitted by law, the Placement Agent and/or its respective directors, officers, partners, employees, agents, representatives and controlling shareholders assume no responsibility or liability of any nature whatsoever for the accuracy or adequacy of any publicly available information concerning the Company or as to whether all information concerning the Company that is required to be disclosed or filed by the Company under applicable securities laws or the ASX Listing Rules has been so disclosed or filed.

6. *Statements; Schedules.* The Company and the Placement Agent are relying on the representations, warranties and covenants contained herein and in Schedule "A" attached hereto to determine Investor's eligibility to subscribe for Shares under applicable securities laws. Investor undertakes to immediately notify the Company of any change in any statement or other information relating to Investor set forth in such Schedule "A" which takes place prior to a Closing Date.

7. *Personal Information.* Investor acknowledges that this Subscription Agreement, the CARD Form and Schedule "A" hereto require Investor to provide certain personal information to the Company, the Placement Agent and the Company's registry. Such information is being collected by the Company and the Placement Agent for the purposes of completing the issuance of Shares, which includes, without limitation, determining Investor's eligibility to purchase the Shares and any other securities issuable hereunder under applicable securities laws, or preparing holding statements and registering the Shares (as applicable), and completing filings required by the Australian Securities and Investments Commission and ASX. Investor's personal information may only be disclosed by the Company or the Placement Agent to: (a) stock exchanges, securities regulatory authorities or other governmental authorities as required by applicable laws, (b) the Company's registry to the extent such information is required to register the Shares, and (c) any of the other parties involved in the Offering who have a need to know the relevant information, and may be included in the Company's record books in connection with the Offering to the extent required by law. By executing this Subscription Agreement, Investor is deemed to be consenting to the foregoing collection, use and disclosure of Investor's personal information in accordance with this paragraph. Investor also consents to the filing of copies or originals of any of Investor's documents described herein only to the extent such documents are required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated hereby. Investor represents and warrants that it has the authority to provide the consents and acknowledgments set out in this paragraph on behalf of each Disclosed Principal.

8. *Anti-Money Laundering; Anti-Terrorism.* Investor confirms that none of the funds being used to purchase the Shares are proceeds obtained or derived, directly or indirectly, as a result of illegal activities and that:

(a) neither Investor nor any of its affiliates or, to its knowledge, beneficial owners, (i) appears on the Specialty Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the U.S. Department of the Treasury, nor are they otherwise a party with which any entity is prohibited to deal under the laws of the United States or (ii) is a person identified as a terrorist organization on any other relevant lists maintained by U.S. or other governmental authorities; and

(b) Investor is not a person or entity identified in the Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism, the United Nations Al-Qaida and Taliban Regulations, the Regulations Implementing the United Nations Resolution on the Democratic People's Republic of Korea, the Regulations Implementing the United Nations Resolution on Iran, the United Nations Côte d'Ivoire Regulations, the United Nations Democratic Republic of Congo Regulations, the Regulation Implementing the United Nations Resolution on Liberia, the Regulation Implementing the United Nations Resolution on Libya and Taking Special Economic Measures, the Regulation Implementing the United Nations Resolution on Eritrea, the Regulation Implementing the United Nations Resolution on Somalia, the United Nations Sudan Regulations, the Special Economic Measures (Zimbabwe) Regulations, the Special Economic Measures (Iran) Regulations, the Special Economic Measures (Syria) Regulations or the Special Economic Measures (Burma) Regulations (collectively, the "Trade Sanctions").

9. *Representations, Warranties and Agreements of the Company.* The Company represents and warrants to, and agrees with, the Investor as of the date hereof and as of the time of closing on the First Closing Date and the Second Closing Date:

(a) *Organization and Good Standing.* The Company is an Australian public company and has been duly incorporated and is validly existing under the laws of the Commonwealth of Australia, with corporate power and authority to own, lease and operate its properties and conduct its business as described in the Company's publicly available filings with the Australian Securities and Investment Commission and the Company's announcements on the ASX (collectively the "Company Reports"), and has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, or is subject to material liability or disability by reason of the failure to be so qualified in any such jurisdiction, except where such failure to be so qualified would not have a Material Adverse Change (as defined below); and each subsidiary of the Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation, with corporate power and authority to own, lease and operate its properties and conduct its business as described the Company Reports, and has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, or is subject to no material liability or disability by reason of the failure to be so qualified in any such jurisdiction, except where such failure to be so qualified would not result in a Material Adverse Change; as of the date of this Agreement. If the Company has no subsidiaries, all other references to the Subsidiaries shall be disregarded.

(b) *Subscription Agreement.* This Subscription Agreement has been duly authorized, executed and delivered by the Company.

(c) *Shares.* The Shares to be issued hereunder has been duly and validly authorized and, when issued and delivered against payment therefor as provided herein, will be duly and validly issued, fully paid and free from any claim, lien, encumbrance, security interest, restriction upon voting or transfer or of any other claim of any third party and the issuance of the Shares is not subject to any preemptive or similar rights except for such rights as have been duly waived. With effect from their date of issue, the Shares will rank equally in all respects with the existing fully paid ordinary shares in the Company.

(d) *Capitalization.* All of the issued and outstanding shares of the Company have been duly authorized and validly issued and are fully paid, and have been issued in compliance with applicable corporate and securities laws. None of the outstanding shares of the Company were issued in violation of any preemptive rights, rights of first refusal or other similar rights to subscribe for or purchase securities of the Company. There are no authorized or outstanding options, warrants, preemptive rights, rights of first refusal or other rights to purchase, or equity or debt securities convertible into or exchangeable or exercisable for, any capital stock of the Company or any of its subsidiaries. The issued capital structure of the Company as at the date of this Subscription Agreement is as follows:

Ordinary Shares Outstanding	1,342,378,325
Restricted Stock Units Outstanding	50,000,000
Stock Options Outstanding	29,131,664
Total Fully Diluted Shares Outstanding	<u>1,421,509,989</u>

(e) *Solvency.* No Insolvency Event (as defined below) has occurred in respect of the Company or any of its subsidiaries, and there are no circumstances existing that may result in an Insolvency Event in respect of the Company or any of its subsidiaries. An "Insolvency Event" means the happening of one or more of the following events: (i) the Company or one of its subsidiaries is (or states that it is) insolvent under administration or insolvent (each as defined in the Corporations Act), (ii) the Company or one of its subsidiaries has a controller (as defined in the Corporations Act) appointed or is in liquidation or provisional liquidation, under administration or wound up or has had a receiver or receiver and manager appointed to any part of its property, (iii) the Company or one of its subsidiaries is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the Investor), (iv) an application or order has been made, resolution passed, proposal put forward, or any other action taken, in each case in connection with the Company or one of its subsidiaries, which is preparatory to any event or circumstance referred to in subparagraph (i), (ii) or (iii) above occurring, (v) the Company or one of its subsidiaries is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand, (vi) the Company or one of its subsidiaries is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which another party to this agreement reasonably deduces it is so subject), (vii) the Company or one of its subsidiaries is otherwise unable to pay its debts as and when they fall due, or (viii) something having a substantially similar effect to any event or circumstance referred to in the

preceding subparagraphs happens in connection with the Company or one of its subsidiaries under the law of any jurisdiction.

(f) *Capitalization of Subsidiaries.* All the outstanding shares of capital stock (if any) of each subsidiary of the Company have been duly authorized and validly issued, are fully paid and if applicable, non-assessable and are owned by the Company directly or indirectly through one or more wholly-owned subsidiaries, free and clear of any claim, lien, encumbrance, security interest, restriction upon voting or transfer or any other claim of any third party.

(g) *No Conflicts.* The execution, delivery and performance of this Subscription Agreement by the Company, the issue and sale of the Shares by the Company and the consummation of the transactions contemplated hereby will not (with or without notice or lapse of time or both) (i) conflict with or result in a breach or violation of any of the terms or provisions of, constitute a default or a Debt Repayment Triggering Event (as defined below) under, or result in the creation or imposition of any lien, encumbrance, security interest, claim or charge upon any property or assets of the Company or any subsidiary pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, (ii) result in any violation of the provisions of the charter or by-laws (or analogous governing instruments, as applicable) of the Company or any of its subsidiaries or (iii) result in the violation of any law, statute, rule, regulation, judgment, order or decree of any court or governmental or regulatory agency or body, domestic or foreign, having jurisdiction over the Company or any of its subsidiaries or any of their properties or assets except, in the case of clauses (i) and (iii) above, for any such conflict, breach, violation or default that would not, individually or in the aggregate, have a Material Adverse Change (as defined below). A "Debt Repayment Triggering Event" means any event or condition that gives, or with the giving of notice or lapse of time would give the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any of its subsidiaries.

(h) *No Consents Required.* Except for the shareholder approval contemplated in paragraphs 3 and 10 in respect of the Second Closing, no consent, approval, authorization or order of, or filing, qualification or registration (each an "Authorization") with the Company's shareholders, any court, governmental or regulatory agency or body, foreign or domestic, which has not been made, obtained or taken and is not in full force and effect, is required for the execution, delivery and performance of this Subscription Agreement by the Company, the issuance and sale of the Shares or the consummation of the transactions contemplated hereby; and no event has occurred that allows or results in, or after notice or lapse of time or both would allow or result in, revocation, suspension, termination or invalidation of any such Authorization or any other impairment of the rights of the holder or maker of any such Authorization.

(i) *Independent Auditors.* Grant Thornton Audit Pty Ltd., who have expressed their opinion with respect to the financial statements (which term as used in this Subscription Agreement includes the related notes thereto and supporting schedules) of the Company, is an independent registered public accounting firm as required by the Corporations Act, Australian Accounting Standards and International Financial Reporting Standards (as applicable). Moreover, Grant Thornton Audit Pty Ltd. is considered an independent accountant as required under Australian law and there has never been a material dispute with

the present or former auditors of the Company. The Company's audit committee is comprised and operates in accordance with the requirements of Australian laws and the ASX Listing Rules.

(j) *Financial Statements.* The financial statements of the Company set forth in the Company Reports fairly present in all material respects the consolidated financial position of the Company and its subsidiaries as of and at the dates indicated and the results of their operations and cash flows for the periods specified. Such financial statements have been prepared in conformity with the Corporations Act, Australian Accounting Standards and International Financial Reporting Standards (as applicable), and applied on a consistent basis throughout the periods involved, except as may be expressly stated in the related notes thereto.

(k) *No Material Adverse Change.* Except as set forth in the Company Reports, subsequent to the respective dates as of which information is given to the Investor: (i) there has been no material adverse change, or any development that could reasonably be expected to result in a material adverse change, in the condition, financial or otherwise, or in the earnings, business, operations or prospects, whether or not arising from transactions in the ordinary course of business, of the Company and its subsidiaries, considered as one entity (any such change is called a "Material Adverse Change"); (ii) the Company and its subsidiaries, considered as one entity, have not incurred any material liability or obligation, indirect, direct or contingent, not in the ordinary course of business nor entered into any material transaction or agreement not in the ordinary course of business; and (iii) there has been no dividend or distribution of any kind declared, paid or made by the Company or, except for regular quarterly dividends publicly announced by the Company or dividends paid to the Company or other subsidiaries, by any of its subsidiaries on any class of capital stock or repurchase or redemption by the Company or any of its subsidiaries of any class of capital stock.

(l) *Legal Proceedings.* Except as set forth in the Company Reports, there are no legal or governmental actions, suits or proceedings pending or, to the knowledge of the Company, threatened (i) against or affecting the Company or any of its subsidiaries, (ii) which has as the subject thereof any officer or director of, or property owned or leased by, the Company or any of its subsidiaries or (iii) relating to environmental or discrimination matters, where in any such case (A) there is a reasonable possibility that such action, suit or proceeding might be determined adversely to the Company or such subsidiary and (B) any such action, suit or proceeding, if so determined adversely, would reasonably be expected to result in a Material Adverse Change or adversely affect the consummation of the transactions contemplated by this Subscription Agreement. No material labor dispute with the employees of the Company or any of its subsidiaries exists or, to the knowledge of the Company, is threatened or imminent.

(m) *No Violation or Default.* Except as set forth in the Company Reports, neither the Company nor any of its subsidiaries is in violation of its constitution, charter or by-laws (as applicable) or is in default (or, with the giving of notice or lapse of time, would be in default) ("Default") under any indenture, mortgage, loan or credit agreement, note, contract, franchise, lease or other instrument (including, without limitation, the Company's BARDA contract (the "BARDA Contract") to which the Company or any of its subsidiaries is a party or by which it or any of them may be bound, or to which any of the property or assets of the Company or any of its subsidiaries is subject (each, an "Existing Instrument"), except for such Defaults as would not, individually or in the aggregate, result in a Material Adverse Change. The Company's execution, delivery and performance of this Subscription Agreement and consummation of the transactions contemplated hereby (i) have been duly authorized by all necessary corporate action and will not result in any violation of the provisions of the

constitution, charter or by-laws (as applicable) of the Company or any subsidiary, (ii) will not conflict with or constitute a breach of, or Default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to, or require the consent of any other party to, any Existing Instrument, except for such conflicts, breaches, Defaults, liens, charges or encumbrances as would not, individually or in the aggregate, result in a Material Adverse Change and (iii) will not result in any violation of any law, administrative regulation or administrative or court decree applicable to the Company or any subsidiary. The Company has received no notice of any default, breach or violation of the BARDA Contract or any notice from BARDA regarding its intent to terminate or fail to renew the BARDA Contract or any research program contemplated thereunder. No consent, approval, authorization or other order of, or registration or filing with, any court or other governmental or regulatory authority or agency, is required for the Company's execution, delivery and performance of this Subscription Agreement and consummation of the transactions contemplated hereby, except such as have been obtained or made by the Company and are in full force and effect under applicable Australian securities laws or the rules and regulations of the ASX.

(n) *Licenses or Permits.* Except as set forth in the Company Reports, the Company and each subsidiary possess such valid and current certificates, approvals, licenses, clearances, consents, grants, exemptions, marks, notifications, orders, authorizations or permits issued by the appropriate state, federal or foreign regulatory agencies or bodies (including, without limitation, the United States Food and Drug Administration (the "FDA"), to the extent applicable, the United States Drug Enforcement Administration, or any other foreign, federal, state, provincial, court or local government or regulatory authorities including self-regulatory organizations engaged in the regulation of pre-clinical studies, clinical trials, pharmaceuticals, biologics or biohazardous substances or materials) necessary for the ownership or lease of their respective properties or to conduct its businesses (collectively, "Permits"), except for such Permits the failure of which to possess, obtain or make the same would not reasonably be expected to have a Material Adverse Change; the Company and its subsidiaries are in compliance with the terms and conditions of all such Permits, except where the failure to be in compliance would not reasonably be expected to have a Material Adverse Change; all of the Permits are valid and in full force and effect, except where any invalidity, individually or in the aggregate, would not be reasonably expected to have a Material Adverse Change; and neither the Company nor any of its subsidiaries has received any written notice of proceedings relating to the limitation, revocation, cancellation, suspension, modification or non-renewal of any such Permit which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would have a Material Adverse Change, and has any reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course. To the extent required by applicable laws and regulations of the FDA, the Company or the applicable subsidiary has submitted to the FDA an Investigational New Drug Application or amendment or supplement thereto for each pre-clinical study (if applicable) and clinical trial it has conducted or sponsored or is conducting or sponsoring; all such submissions were in material compliance with applicable laws and rules and regulations when submitted and no material deficiencies have been asserted by the FDA with respect to any such submissions.

(o) *Regulatory Matters.* Except as set forth in the Company Reports, neither the Company nor any of its subsidiaries has failed to file with the applicable regulatory authorities (including, without limitation, the FDA, or any foreign, federal, state, provincial or local governmental or regulatory authority performing functions similar to those performed by the FDA) any required filing, declaration, listing, registration, report or submission, except for such failures that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Change; all such filings, declarations, listings, registrations, reports or

submissions were in compliance with applicable laws when filed and no deficiencies have been asserted by any applicable regulatory authority with respect to any such filings, declarations, listings, registrations, reports or submissions, except for any deficiencies that, individually or in the aggregate, would not have a Material Adverse Change. The Company has operated and currently is, in all material respects, in compliance with the United States Federal Food, Drug, and Cosmetic Act, all applicable rules, regulations and guidelines of the FDA and other federal, state, local and foreign governmental bodies exercising comparable authority, including BARDA. The Company has no knowledge of any studies, tests or trials not disclosed to the ASX the results of which reasonably call into question in any material respect the results of any studies, tests and trials.

(p) *Clinical Studies.* The pre-clinical, clinical and other tests, studies and trials conducted by or on behalf of or sponsored by the Company or its subsidiaries were, and, if still pending, are being, conducted in all material respects in accordance with all statutes, laws, rules and regulations, as applicable and with the experimental protocols, procedures and controls pursuant to, where applicable, accepted professional and scientific standards for products or product candidates comparable to those being developed by the Company; and the Company has not received any written notice or correspondence from the FDA or any foreign, state or local governmental body exercising comparable authority or any institutional review board or comparable authority requiring the termination, suspension, clinical hold or material modification of any such tests, studies or trials.

(q) *No Stabilization.* The Company has not taken and will not take, directly or indirectly, any action designed to or that might be reasonably expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares.

(r) *Intellectual Property.* The Company and its subsidiaries own or possess the valid right to use all (i) valid and enforceable patents, patent applications, trademarks, trademark registrations, service marks, service mark registrations, Internet domain name registrations, copyrights, copyright registrations, licenses, trade secret rights ("Intellectual Property Rights") and (ii) inventions, software, works of authorships, trademarks, service marks, trade names, databases, formulae, know how, Internet domain names and other intellectual property (including trade secrets and other unpatented and/or unpatentable proprietary confidential information, systems, or procedures) (collectively, "Intellectual Property Assets") necessary to conduct their respective businesses as currently conducted, and as proposed to be conducted, except to the extent that the failure to own, possess, license or have other rights to use such Intellectual Property Rights or Intellectual Property Assets would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change. The Company and its subsidiaries have not received any opinion from their legal counsel concluding that any activities of their respective businesses infringe, misappropriate, or otherwise violate, valid and enforceable Intellectual Property Rights of any other person, and have not received written notice of any challenge, which is to their knowledge still pending, by any other person to the rights of the Company and its subsidiaries with respect to any Intellectual Property Rights or Intellectual Property Assets owned or used by the Company or its subsidiaries. To the knowledge of the Company, the Company and its subsidiaries' respective businesses as now conducted do not give rise to any infringement of, any misappropriation of, or other violation of, any valid and enforceable Intellectual Property Rights of any other person. All material licenses for the use of the Intellectual Property Rights are valid, binding upon, and enforceable by or against the parties thereto in accordance to its terms. The Company and its subsidiaries have complied in all material respects with, and are not in breach nor have received any written claim of breach of any license with respect to

Intellectual Property Rights, and the Company has no knowledge of any breach or anticipated breach by any other person to any Intellectual Property license. No claim in writing has been made against the Company or any of its subsidiaries alleging the infringement by the Company or a subsidiary of any patent, trademark, service mark, trade name, copyright, trade secret, license in or other intellectual property right or franchise right of any person. The Company has taken all reasonable steps to protect, maintain and safeguard its Intellectual Property Rights and the Intellectual Property Rights of each subsidiary, including the execution of appropriate nondisclosure and confidentiality agreements. The consummation of the transactions contemplated by this Subscription Agreement will not result in the loss or impairment of or payment of any additional amounts with respect to, nor require the consent of any other person in respect of, the Company's right to own, use, or hold for use any of the Intellectual Property Rights as owned, used or held for use in the conduct of the business as currently conducted.

(s) *Statistical and Market Data.* The Company has no reason to believe that the statistical and market related data disclosed to the Investor and contained in the Company Reports are not based on or derived from sources that the Company believes to be reliable and accurate, and such data agree with the sources from which they are derived.

(t) *Title to Real and Personal Property.* The Company and each of its subsidiaries have good and marketable title in fee simple (in the case of real property) to, or have valid and marketable rights to lease or otherwise use, all items of real or personal property which are material to the business of the Company and its subsidiaries taken as a whole, in each case free and clear of all liens, encumbrances, security interests, claims and defects that (i) do not, singularly or in the aggregate, materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company or any of its subsidiaries or (ii) could not reasonably be expected, singularly or in the aggregate, to have a Material Adverse Change.

(u) *Environmental Laws and Hazardous Materials.* Except as set forth in the Company Reports, and except as would not, individually or in the aggregate, result in a Material Adverse Change (i) neither the Company nor any of its subsidiaries is in violation of any federal, state, local or foreign law or regulation relating to pollution or protection of human health or the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including without limitation, laws and regulations relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum and petroleum products (collectively, "Materials of Environmental Concern"), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Materials of Environment Concern (collectively, "Environmental Laws"), which violation includes, but is not limited to, noncompliance with any permits or other governmental authorizations required for the operation of the business of the Company or its subsidiaries under applicable Environmental Laws, or noncompliance with the terms and conditions thereof, nor has the Company or any of its subsidiaries received any written communication, whether from a governmental authority, citizens group, employee or otherwise, that alleges that the Company or any of its subsidiaries is in violation of any Environmental Law; (ii) there is no claim, action or cause of action filed with a court or governmental authority, no investigation with respect to which the Company has received written notice, and no written notice by any person or entity alleging potential liability for investigatory costs, cleanup costs, governmental responses costs, natural resources damages, property damages, personal injuries, attorneys' fees or penalties arising out of, based on or resulting from the presence, or release into the environment, of any Material of Environmental

Concern at any location owned, leased or operated by the Company or any of its subsidiaries, now or in the past (collectively, "Environmental Claims"), pending or, to the knowledge of the Company, threatened against the Company or any of its subsidiaries or any person or entity whose liability for any Environmental Claim the Company or any of its subsidiaries has retained or assumed either contractually or by operation of law; and (iii) to the knowledge of the Company, there are no past or present actions, activities, circumstances, conditions, events or incidents, including, without limitation, the release, emission, discharge, presence or disposal of any Material of Environmental Concern, that reasonably could result in a violation of any Environmental Law or form the basis of a potential Environmental Claim against the Company or any of its subsidiaries or against any person or entity whose liability for any Environmental Claim the Company or any of its subsidiaries has retained or assumed either contractually or by operation of law.

(v) *Taxes.* The Company and its subsidiaries have filed all necessary tax returns and have paid all taxes required to be paid by any of them in Australia, any U.S. federal and other applicable non-U.S. jurisdictions, and, if due and payable, any related or similar assessment, fine or penalty levied against any of them except those that are being contested in good faith and by appropriate proceedings or that if not paid, would not result in a Material Adverse Change. The Company has made adequate charges, accruals and reserves in the applicable financial statements referred to above in respect of all such taxes for all periods as to which the tax liability of the Company or any of its consolidated subsidiaries has not been finally determined.

(w) *Insurance.* Each of the Company and its subsidiaries are insured by insurers of recognized financial responsibility with policies in such amounts and with such deductibles and covering such risks as are generally deemed prudent and customary for the business for which it is engaged including, but not limited to, policies covering real and personal property owned or leased by the Company and its subsidiaries against theft, damage, destruction, acts of vandalism and earthquakes. The Company has no reason to believe that it or any subsidiary will not be able (i) to renew its existing insurance coverage as and when such policies expire or (ii) to obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct its business as now conducted and at a cost that would not result in a Material Adverse Change.

(x) *Accounting Controls.* The Company maintains a system of accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with the Corporations Act and the Australian Accounting Standards and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(y) *Disclosure Controls.* The Company and its subsidiaries maintain disclosure controls and procedures that comply with the requirements of all applicable laws and listing requirements, and the best practices and recommendations of ASX; such disclosure controls and procedures have been designed to ensure that information required to be disclosed by the Company and its subsidiaries in reports that they file or submit is recorded, processed, summarized and reported within the time periods specified in the Corporations Act and ASX Listing Rules, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company's management to allow timely decisions

regarding disclosures. The Company and its subsidiaries have conducted evaluations of the effectiveness of their disclosure controls.

(z) *No Broker's Fees.* There is no broker, finder or other party that is entitled to receive from the Company any brokerage or finder's fee or other fee or commission as a result of any transactions contemplated by this Subscription Agreement other than as set forth in this Subscription Agreement and the engagement agreement with the Placement Agent.

(aa) *No Restrictions on Subsidiaries.* Except as set forth in the Company Reports, no subsidiary of the Company is currently prohibited, directly or indirectly, under any agreement or other instrument to which it is a party or is subject, from paying any dividends to the Company, from making any other distribution on such subsidiary's capital stock, from repaying to the Company any loans or advances to such subsidiary from the Company or from transferring any of such subsidiary's properties or assets to the Company or any other subsidiary of the Company.

(bb) *Listing.* The Company is subject to and in compliance in all material respects with the reporting requirements of all applicable laws and regulations, including the Corporations Act and the ASX Listing Rules. The Company's ordinary shares are currently listed on the ASX under the trading symbol "AVH." The Company has taken no action designed to, or likely to have the effect of, delisting its ordinary shares from the ASX, nor has the Company received any notification any Australian securities regulatory authority or the ASX is contemplating terminating such listing. The Company is in compliance with all applicable listing requirements of the ASX, including the continuous disclosure requirements. The Company is not aware of any information subject to any exception under ASX Listing Rule 3.1A other than market disclosures to be made by the Company contemporaneously with execution of this Subscription Agreement in relation to the Offering.

(cc) *No Unlawful Payments.* Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any employee or agent of the Company or any subsidiary, has (i) used any corporate funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns from corporate funds, or (iii) violated any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended.

(dd) *Compliance with Money Laundering Laws.* The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial record keeping and reporting requirements of money laundering statutes of all jurisdictions to which the Company or its subsidiaries are subject and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws"), except as would not reasonably be expected to result in a Material Adverse Change; and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(ee) *Compliance with OFAC.*

(A) Neither the Company nor any of its subsidiaries, nor to the knowledge of the Company, any director, officer, employee agent, affiliate or representative of the Company or any of its subsidiaries, is an individual or entity ("Person") that is, or is

owned or controlled by a Person that is: (i) the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), the United Nations Security Council ("UNSC"), the European Union ("EU"), Her Majesty's Treasury ("HMT"), or other relevant sanctions authority (collectively, "Sanctions"), nor (ii) located, organized or resident in a country or territory that is the subject of Sanctions (including, without limitation, Cuba, Iran, North Korea, Sudan and Syria).

(B) The Company will not, directly or indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person: (i) to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions; or in any other manner that will result in a violation of Sanctions by any Person (including any Person participating in the offering, whether as underwriter, advisor, investor or otherwise).

(C) For the past five (5) years, the Company and its subsidiaries have not knowingly engaged in, are not now knowingly engaged in, and will not engage in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions.

(ff) *No Associated Persons; FINRA Matters.* Neither the Company, nor to the knowledge of the Company, any of its affiliates (within the meaning of FINRA Rule 5121(f)(1)) directly or indirectly controls, is controlled by, or is under common control with, or is an associated person (within the meaning of Article I, Section 1(ee) of the By-laws of FINRA) of, any member firm of FINRA.

(gg) As of each of the date of this Subscription Agreement, the time of issue of the Shares to the Investor or Funds, and as of each Closing Date, the Company Reports do not include any untrue statement of a material fact or omit or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(hh) *Quoted securities.* The Shares to be issued pursuant to this Subscription Agreement are and will be in a class of securities that were quoted securities at all times in the three (3) months prior to the date of issue of the Shares and trading in that class of securities on ASX has not been suspended for more than a total of five (5) days in the 12 months prior to the date of issue of the Shares.

(ii) *Cleansing Notice.* All relevant requirements of section 708A of the Corporations Act (including section 708A(5)(e) but excluding section 708A(11) and (12)) will be fulfilled so as to enable an offer for sale of Shares without disclosure to investors within 12 months of the date of issue of the Shares.

(jj) *Compliance with ASX Listing Rules.* The issue of Shares pursuant to this Subscription Agreement will not breach any ASX Listing Rule.

(kk) *No misleading or deceptive conduct.* The Company has not engaged in conduct that is misleading or deceptive (including by omission) or is likely to mislead or deceive in relation to the Subscription Agreement or the offer or issue of the Shares pursuant to this Subscription Agreement.

(ll) *Acknowledgment.* The Company acknowledges that it is not issuing the Shares for the purpose of the Investor or Funds selling or transferring all or any of the Shares, or granting, issuing or transferring interests in, or options over, the Shares.

(mm) Any certificate signed by or on behalf of the Company and delivered to the Investor, the Placement Agent or to counsel for the Investor or Placement Agent shall be deemed to be a representation and warranty by the Company to each Investor and Placement Agent as to the matters covered thereby.

10. *Shareholder meeting.* The Company must convene an extraordinary general meeting of its shareholders as soon as possible after the date of this Agreement, but in any case, by no later than 45 days after the date of this Agreement, to approve the issue of Shares at the Second Closing for the purposes of ASX Listing Rule 7.1 and all other purposes. The Company will procure that its board of directors unanimously recommends shareholders vote in favor of the resolution and that each director votes any shares they are entitled to vote, in favor of the resolution.

11. *Closing Obligations.* On each Closing Date, the Company will:

(a) cause (i) the relevant Shares to be issued to the Funds in the allocations notified by the Investor in accordance with this Subscription Agreement, and (ii) the Funds' name to be entered in the Company's register as the holder of Shares, but only against or following delivery by Investor or the respective Funds of (A) a duly executed CARD Form and (B) the total amount of the Purchase Price for the Shares being purchased at such Closing Date by wire transfer of immediately available funds to the account of the Company designated in Annex A;

(b) give to the ASX a notice in accordance with section 708A(5)(e) of the Corporations Act in relation to the Shares which complies with section 708A(6) of the Corporations Act; and

(c) as soon as practicable after the issue of the Shares, but in any event within two (2) business days (as defined in the ASX Listing Rules) after each Closing Date, (i) apply to ASX for official quotation of the Shares on the ASX and do all things reasonably necessary to ensure that the Shares are quoted as soon as practicable on such terms and conditions as are usual for the quotation of securities, and (ii) deliver, or cause to be delivered, a holding statement for the applicable Shares to the Investor.

12. *Announcements.* Immediately after the execution of this Subscription Agreement, the Company will issue a public announcement to ASX regarding the Offering in compliance with the ASX Listing Rules and in a form reasonably acceptable to the Investor. In addition, the Investor and Funds must make such substantial holding filings as may be required by the Corporations Act (including annexing a copy of this Subscription Agreement to such filing). Except for the foregoing, no party may make any announcement concerning this Subscription Agreement or the Offering without the other party's prior written approval, except where the announcement is required by law, the ASX Listing Rules or any government agency.

13. *Benefit of Subscription Agreement.*

(a) Investor acknowledges that each representation, warranty and agreement of Investor contained in this Subscription Agreement (including, without limitation, in paragraph 4 above), the CARD Form and Schedule "A" is made for the benefit of the Company and each of its affiliates and also for the benefit of the Placement Agent and its affiliates, including its broker-dealer affiliates, in each case, as a third-party beneficiary of

such provisions in this Subscription Agreement, and that the Company, the Placement Agent and their respective affiliates will rely upon the truth and accuracy of such representations, warranties, covenants and agreements.

(b) The Company acknowledges that each representation, warranty and agreement of the Company contained in this Subscription Agreement (including, without limitation, in paragraph 9. above) is made for the benefit of the Investor, the Funds and each of its affiliates, in each case, as a third-party beneficiary of such provisions in this Subscription Agreement, and that the Investor, the Funds and their respective affiliates will rely upon the truth and accuracy of such representations, warranties, covenants and agreements.

14. *Miscellaneous.* Except as set forth in this Subscription Agreement, this Subscription Agreement is not assignable by any party without the prior written consent of each other party. The representations, warranties and agreements made by each party in this Subscription Agreement shall survive the closing of the transactions contemplated hereby. Any covenant, provision, agreement or term of this Subscription Agreement that is prohibited or is held to be void or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without in any way invalidating, affecting or impairing the remaining provisions hereof. This Subscription Agreement may be executed in one or more counterparts, all of which together shall constitute one instrument. Except as otherwise provided herein, this Subscription Agreement shall be binding upon and inure to the benefit of the parties and their successors, heirs, executors, legal representatives and transferees.

15. *Applicable Law.* THIS SUBSCRIPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(B) OF THE NEW YORK CIVIL PRACTICE LAWS AND RULES.

16. *Jurisdiction; Venue; Waiver of Jury Trial.* The Investor irrevocably submits to the non-exclusive jurisdiction of the U.S. federal and state courts located in the Borough of Manhattan for any action, dispute or claim arising out of, or relating to, this Subscription Agreement, and the Investor waives and agrees not to plead or claim that any such court constitutes an inconvenient forum. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING OUT OF, OR RELATING TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE).

17. *Amendments.* No amendment, supplement or other modification or waiver of any provision of this Subscription Agreement shall in any event be effective unless the same shall be in writing and signed by each of the Company and Investor, and such amendment, supplement or other modification or waiver shall not require the consent or approval of any other person.

18. *Notices.* All communications provided for or permitted hereunder shall be in writing and shall be deemed to have been duly given if (i) personally delivered, sent by overnight courier or mailed, if to Investor, addressed to Investor at the address set forth on the signature page, and if to the Company, addressed to the Company at c/o AVITA Medical Americas, 28159 Avenue Stanford, Suite 220, Valencia, CA 91355 USA or (ii) sent by email (when the sender receives an automated message confirming delivery), if to Investor, at the email address set forth on the signature page, and if to the Company, dsander@avitamedical.com.

19. *English Language Consent.* The parties acknowledge that it is their express wish that all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement as of the date set forth below.

Date: December 3, 2018

	Number of Shares	Price per Share	Total Amount
First Closing	155,023,507	A\$0.08	A\$12,401,880.56
Second Closing	94,976,493	A\$0.08	A\$7,598,119.44

Redmile Group, LLC

Name of Investor (please print)

By:

DocuSigned by:



2432AFF9F620450
Name: Jeremy Green

Title: Managing Member

One Letterman Drive, Suite D3-300

San Francisco, CA 94129

Address of Investor

415-489-9980

Telephone number of Investor

operations@redmilegrp.com

Email address of Investor

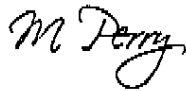
n/a

Facsimile number of Investor

Avita Medical Limited (ACN 058 466 523) accepts the above application for subscription for Shares as of the date set forth below.

Date: December 3, 2018

Executed by Avita Medical Limited (ACN 058 466 523) by:



Officer Signature

Michael S. Perry

Print Name



Officer Signature

Dale A. Sander

Print Name

**ANNEX A
CONFIRMATION AND ACCEPTANCE FORM
Avita Medical Limited ("AVITA" or "the Company")**

To: Avita Medical Limited
Attention: Dale Sander, Chief Financial Officer
Email: dsander@avitamedical.com

Placement of ordinary fully paid shares (Placement Shares) in the Company at an issue price of A\$#### per share

We are pleased to confirm for the benefit of the Company our irrevocable agreement to subscribe for the following Placement Shares on the terms and conditions set out in the Subscription Agreement and this Confirmation and Acceptance Form.

Number of Shares allocated Firm	Total Amount	Funds Due	Settlement Date
####	####	####	####

We (each a "Disclosed Principal") acknowledge, and agree with the Company and the Placement Agent as follows:

- (a) to be bound by all the terms and conditions as set out in the Subscription Agreement, including the representations, warranties and agreement contained in that Subscription Agreement; and
- (b) we understand that our obligation to subscribe for Placement Shares set out above is irrevocable.

PLEASE NOTE THE FOLLOWING DETAILS:

Registration Details (If Nominee include full name & address of underlying holder):	
Email Address:	
HIN (if applicable):	

DETAILS OF AUTHORISED SIGNATORY

Signature: **Date:**

Name: **Title:**

Signature: **Date:**

Name: **Title:**

Note: If the account is a Joint Account – require all parties to sign. For Companies require 2 Directors or 1 Director and the Company Secretary

Please tick your form of payment below for both tranches of Placement Shares:

☐ CHEQUE ☐ DIRECT DEBIT ☐ CMT ☐ TRANSFER FUNDS ☐ BPAY

Wire transfer payment details:

Account Name: Avita Medical Americas, LLC

Bank: Silicon Valley Bank

Routing Number: 121-140-399

Account: 3300775246

Account Name: Avita Medical Americas, LLC

SWIFT: SVBKUS6S

Reference: Equity placement

**THIS FORM MUST BE EMAILED TO MICHAEL.CAMPBELL@COWEN.COM, BY 9:00 AM (AEDT), ####
REF:**

Schedule "A"**U.S. INVESTOR STATUS CERTIFICATE**

Capitalized terms not otherwise defined herein shall have the meanings attributed thereto in the Subscription Agreement to which this certificate was attached.

The undersigned U.S. Subscriber hereby represents and warrants to the Company and the Placement Agent as an integral part of the attached Subscription Agreement, that he, she or it is correctly and in all respects described by the category or categories set forth directly next to which Investor has marked below.

[MARK BELOW THE CATEGORY OR CATEGORIES WHICH DESCRIBES YOU]

1. Investor (or if Investor is acting on behalf of a principal, then the principal for whom Investor is acting) satisfies one or more of the Categories indicated below (please place an "X" on the appropriate category):
 - (a) ☐ a natural person whose individual net worth, or joint net worth with that person's spouse, exceeds US\$1,000,000 (Note: For purposes of calculating net worth, (i) such person's primary residence shall not be included as an asset, (ii) indebtedness that is secured by such person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of the Shares, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of the Shares exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability), and (iii) indebtedness that is secured by such person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of the Shares shall be included as a liability); or
 - (b) ☐ a natural person who had an individual income in excess of US\$200,000 in each of the two most recent years or joint income with that person's spouse in excess of US\$300,000 in each of those years, and has a reasonable expectation of reaching the same income level in the current year; or
 - (c) ☐ a director or executive officer of the Company; or
 - (d) ☐ a bank as defined in Section 3(a)(2) of the U.S. Securities Act of 1933, as amended (the "Securities Act"), whether acting in its individual or fiduciary capacity; or
 - (e) ☐ a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; or
 - (f) ☐ a broker or dealer registered pursuant to Section 15 of the U.S. Securities Exchange Act of 1934, as amended; or
 - (g) ☐ an insurance company as defined in Section 2(13) of the Securities Act; or

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- (h) ☐ an investment company registered under the Investment Company Act of 1940; or
- (i) ☐ a business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940; or
- (j) ☐ a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; or
- (k) ☐ a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of US\$5,000,000; or
- (l) ☐ an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of US\$5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are "accredited investors" as defined in Rule 501(a) under the U.S. Securities Act; or
- (m) ☐ a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940; or
- (n) ☐ an organization described in Section 501(c)(3) of the United States Internal Revenue Code of 1986, a corporation, or similar business trust, or a partnership, not formed for the specific purpose of acquiring the Securities, with total assets in excess of US\$5,000,000;
- (o) ☐ a trust, with total assets in excess of US\$5,000,000, not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act;
- (p) ☒ an entity in which each equity owner is an "accredited investor" satisfying one of the criteria of Rule 501(a) of Regulation D under the U.S. Securities Act; or
- (q) ☐ an eligible U.S. fund manager, as contemplated by Rule 902(k)(2)(i) under the Securities Act (an "Eligible U.S. Fund Manager").

2. The undersigned, if a purchaser representative, is making the above statement based on personal knowledge of Investor's financial situation and has reviewed personal financial documentation with an accountant, financial advisor or other financial professional, if necessary, to determine that the above statement is true.

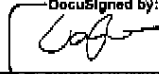
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3. Investor understands that the Company and the Placement Agent are relying on this certificate as evidence of Investor's status as an "accredited investor" in the case of its purchase of Shares that satisfies one of the criteria of Rule 501(a) of Regulation D under the Shares Act or as an Eligible U.S. Fund Manager and further understands that the Company and the Placement Agent may each, in its or their discretion, require Investor to execute a new and separate certificate each time Investor subscribes for additional Shares.

DATED December 3, 2018Redmile Group, LLC

Name of Investor (please print)

By: 

Authorized Signature

Managing Member

Official Capacity or Title, if any (please print)

Jeremy Green

Name of Authorized Signing Authority