



International Limited ACN 110 184 355

Corporate Head Office
91 High Street
Fremantle WA 6160
www.tv2u.com info@tv2u.com

22 February 2019

REVISED NOTICE OF GENERAL MEETING

TV2U International Limited (ASX: TV2) (**TV2U** or **Company**) advises that sections 5.1 and 5.4(c) of the Notice of General Meeting released earlier today have been amended in relation to the issue price of the New Listed Options, which is now reflected as being \$0.001 per New Listed Option.

Subject to Resolution 5 being passed by the Company's shareholders at the General Meeting to be held on 22 March 2019, the Company is pleased that all holders of the TV2O Options will have the opportunity to continue to participate in the ongoing development of the Company.

Investor enquiries

Sophie Raven, Company Secretary
Email: sraven@rmpartners.com.au

GLOBAL OFFICE LOCATIONS

BRAZIL
PERTH

INDONESIA
SINGAPORE

MALAYSIA
UNITED KINGDOM

TV2U INTERNATIONAL LIMITED

ACN 110 184 355

NOTICE OF GENERAL MEETING

Notice is given that the Meeting will be held at:

TIME: 10:00am (WST)

DATE: Friday, 22 March 2019

PLACE: The Celtic Club, 48 Ord Street, West Perth WA 6005

The business of the Meeting affects your shareholding and your vote is important.

This Notice of Meeting should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.

The Directors have determined pursuant to Regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders at 4:00pm (WST) on Wednesday, 20 March 2019.

BUSINESS OF THE MEETING

AGENDA

1. RESOLUTION 1 - APPROVAL TO ISSUE CONVERTIBLE SECURITY – LIND

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

“That, for the purposes of ASX Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue the Convertible Security to Lind Asset Management XIII, LLC on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion: The Company will disregard any votes cast in favour of the Resolution by or on behalf of a person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person (or those persons). However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

2. RESOLUTION 2 - RATIFICATION OF PRIOR ISSUE – COLLATERAL SHARES

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

“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 40,000,000 Shares on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion: The Company will disregard any votes cast in favour of the Resolution by or on behalf of a person who participated in the issue or any associates of those persons. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

3. RESOLUTION 3 - RATIFICATION OF PRIOR ISSUE – CLOSING OPTIONS

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

“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 60,000,000 Options on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion: The Company will disregard any votes cast in favour of the Resolution by or on behalf of a person who participated in the issue or any associates of those persons. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

4. RESOLUTION 4 – FUTURE DRAW DOWNS UNDER LIND AGREEMENT

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

“That, for the purposes of ASX Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue Shares and Options under the terms of the Lind Agreement on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion: The Company will disregard any votes cast in favour of the Resolution by or on behalf of a person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person (or those persons). However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

5. RESOLUTION 5 - PLACEMENT OF OPTIONS

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

“That, for the purposes of ASX Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue up to 351,413,781 Options on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion: The Company will disregard any votes cast in favour of the Resolution by or on behalf of a person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person (or those persons). However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

Dated: 22 February 2019

By order of the Board



**Ms Sophie Raven
Non-Executive Director and Company Secretary**

Voting in person

To vote in person, attend the Meeting at the time, date and place set out above.

Voting by proxy

To vote by proxy, please complete and sign the enclosed Proxy Form and return by the time and in accordance with the instructions set out on the Proxy Form.

In accordance with section 249L of the Corporations Act, Shareholders are advised that:

- each Shareholder has a right to appoint a proxy;
- the proxy need not be a Shareholder of the Company; and
- a Shareholder who is entitled to cast 2 or more votes may appoint 2 proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If the member appoints 2 proxies and the appointment does not specify the proportion or number of the member's votes, then in accordance with section 249X(3) of the Corporations Act, each proxy may exercise one-half of the votes.

Shareholders and their proxies should be aware that changes to the Corporations Act made in 2011 mean that:

- if proxy holders vote, they must cast all directed proxies as directed; and
- any directed proxies which are not voted will automatically default to the Chair, who must vote the proxies as directed.

Should you wish to discuss the matters in this Notice of Meeting please do not hesitate to contact the Company Secretary on +61 8 6555 9500.

EXPLANATORY STATEMENT

This Explanatory Statement has been prepared to provide information which the Directors believe to be material to Shareholders in deciding whether or not to pass the Resolutions.

1. BACKGROUND TO LIND AGREEMENT

As announced on 23 January 2019, the Company has entered into a share purchase and convertible security agreement with Lind Asset Management XIII, LLC (**Investor** or **Lind**) dated 23 January 2019 (**Lind Agreement**).

Under the Lind Agreement, the Company has the right to draw down under a facility up to \$7,200,000 (**Facility Limit**). Under the terms of the Lind Agreement:

- (a) at the commencement of each month, the Company and Lind are to agree an amount between \$100,000 and \$300,000 to be paid by Lind to the Company as a pre-payment for Shares (each a **Draw Down**);
- (b) at the end of the month, the Company may repay the pre-payment made by Lind by issuing Shares (and accompanying Options). The number of Shares (and accompanying Options) to be issued to Lind in respect of each Draw Down will be calculated based on the following formula:

Calculation of Shares

The number of tranche shares that the Company is to issue at each Draw Down under the Lind Agreement is determined by dividing the Australian dollar amount of that tranche by the applicable Purchase Price. Under the Lind Agreement, the Purchase Price is defined as, in relation to a tranche share issuance, means, at the election of the Investor:

- (i) a price per Share equal to 90% of the average of three (3) daily VWAPs per Share, selected by the Investor in its sole discretion during the twenty (20) Trading Days prior to the relevant tranche share issuance date (provided that if the resultant average VWAP number contains four or more decimal places, such number will be rounded down to the next lowest number containing three decimal places) (**Purchase Price A**); or
- (ii) a price per Share equal to 130% of the average of the daily VWAPs per Share, during the twenty (20) Trading Days prior to the date of execution of the Lind Agreement (provided that if the resultant average VWAP number contains four or more decimal places, such number will be rounded down to the next lowest number containing three decimal places) (**Purchase Price B**),

provided, however, that the Investor may not elect Purchase Price B for more than three (3) tranche share issuances during the term of the Lind Agreement (**Purchase Price**).

The Investor has the option to elect the Purchase Price applicable at any time not later than one (1) Business Day prior to the relevant tranche share issuance date.

Calculation of Options

At each tranche share issuance, the Company is to grant to the Investor (or its nominee) Options. The number of Options to be issued in relation to each Draw Down will be that number of Options equivalent to 33% of the number of tranche shares to be issued at the relevant tranche share issuance.

The Options will be issued on the terms and conditions set out in Schedule 2.

(Conversion Formula)

- (c) the floor price at which each Draw Down can be converted is \$0.005 per Share (**Floor Price**), however there are penalties payable by the Company, and Lind has the right to terminate the Lind Agreement where the price under the formula outlined in (b) above drops below \$0.005;
- (d) the Company can make up to 24 Draw Downs under the Lind Agreement;
- (e) after making 6 Draw Downs, the Company may elect to pause future Draw Downs for up to 3 months; and
- (f) the maximum number of Securities that may be issued under the Lind Agreement without Shareholder approval is 313,253,716.

Resolutions 1 to 4 in this Notice relate to Shareholder approvals to ratify previous issues or to seek Shareholder approval for future issues under the Lind Agreement.

2. RESOLUTION 1 - APPROVAL TO ISSUE CONVERTIBLE SECURITY - LIND

2.1 General

The Lind Agreement provides that no later than ten (10) Business Days after satisfaction or waiver of various conditions (**Conditions**), the Investor will advance to the Company, in immediately available funds, subject to any set-offs under the Lind Agreement, \$500,000 (the **First Closing**), in consideration of which the Company will issue (and, at the First Closing will be deemed to have issued) to the Investor an uncertificated secured convertible security for a face value of \$600,000 (**Face Value**) on the terms set out in the Lind Agreement (**Convertible Security**).

As set out in the Company's announcement (cleansing notice) on 24 January 2019, the Conditions have been satisfied and the Investor advanced the \$500,000 on 24 January 2019 at which time the Convertible Security was deemed to have been issued, being the First Closing under the Lind Agreement.

The Convertible Security is not convertible without the prior approval of Shareholders. Pursuant to the terms of the Lind Agreement, to enable the Convertible Security to become convertible, the Company is obliged to seek the approval of Shareholders within 60 days after the First Closing.

Subject to Shareholder approval, the Convertible Security may be converted (for the full amount of the outstanding Face Value or in multiples of \$50,000 up to a maximum of the outstanding Face Value (**Conversion Amount**)) at any time during the 24 month term (**Term**) of the Lind Agreement (after a lock up period ending on the earlier of 30 April 2019 and an event of default that has not been remedied) upon a conversion notice given by the Investor specifying the Conversion Amount (**Conversion Notice**). Upon receipt of the Conversion Notice,

the Company must effect the conversion and issue that number of Shares equal to the Conversion Amount divided by the conversion price (details of which are set out below) (**Conversion Shares**).

The key terms of the Convertible Security are summarised at Schedule 1.

The Directors consider that the Convertible Security is in the best interests of Shareholders as the Company is in a build phase in respect of its customer-generated revenue and therefore is still largely reliant on capital funding for its working capital requirements.

Resolution 1 seeks Shareholder approval for the issue of the Convertible Security to the Investor in accordance with ASX Listing Rule 7.1 pursuant to the terms of the Lind Agreement. Following the approval of Resolution 1, the Convertible Security will be carried as a security in the Company's capital structure.

2.2 ASX Listing Rule 7.1

ASX Listing Rule 7.1 provides that a company must not, subject to specified exceptions, issue or agree to issue more equity securities during any 12 month period than that amount which represents 15% of the number of fully paid ordinary securities on issue at the commencement of that 12 month period.

The effect of Resolution 1 will be to allow the Company to issue the Convertible Security to the Investor in accordance with the Lind Agreement during the period of 3 months after the Meeting (or a longer period, if allowed by ASX) and to allow the Company to issue Shares on conversion of the Convertible Security in accordance with the terms of the Lind Agreement, without using the Company's 15% annual placement capacity. Accordingly, if Resolution 1 is passed, the Convertible Security will be able to be utilised and invoked in accordance with its terms.

2.3 Technical information required by ASX Listing Rule 7.1

Pursuant to and in accordance with ASX Listing Rule 7.3, the following information is provided in relation to the issue of the Convertible Security:

- (a) the maximum number of equity securities to be issued is one Convertible Security with a face value of \$600,000. The maximum number of Shares to be issued on conversion of the Convertible Security is currently unknown and will be determined in accordance with the conversion mechanism provided for under the Lind Agreement as shown in Schedule 1;
- (b) the Convertible Security will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the ASX Listing Rules) and it is intended that issue of the Convertible Security will occur immediately following the Meeting;
- (c) the Convertible Security is to be issued with a face value of \$600,000 in consideration for the advance of \$500,000 and otherwise pursuant to the terms of the Lind Agreement as summarised in Schedule 1;
- (d) the Convertible Security will be issued to Lind Asset Management XIII, LLC, an entity managed by The Lind Partners, which is not a related party of the Company;
- (e) the material terms of the Convertible Security are set out in Schedule 1;

- (f) the Shares to be issued on conversion of the Convertible Security, in accordance with the terms of the Lind Agreement, will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares; and
- (g) the funds raised from the issue of the Convertible Security will be used for working capital purposes as announced by the Company on 23 January 2019.

2.4 Dilution

As set out in Section 1.1 above, the Investor has the right to convert the Convertible Security (at the Conversion Amount, being for the full amount of the outstanding Face Value or in multiples of \$50,000 up to a maximum of the outstanding Face Value) to Shares at any time during the Term (after a lock up period ending on the earlier of 30 April 2019 and an event of default that has not been remedied).

The number of Conversion Shares that the Company must issue in a Conversion shall be determined by dividing the Australian dollar amount of the relevant Conversion Amount by the Conversion Price. The formula for determining the Conversion Price is set out in Schedule 1 and will ultimately depend on the market price of Shares at the time of the conversion.

As at the date of this Notice of Meeting, the issued capital of the Company is 2,128,358,112 Shares. The capital structure of the Company will be affected upon issue of Conversion Shares where the Investor elects to convert the Convertible Security pursuant to the terms of the Lind Agreement. Accordingly, Shareholders will experience a dilutionary effect as their interest in the Company will be reduced as a result of the issue of Shares to the Investor upon conversion.

The actual effect on the share capital of the Company will depend on what the Conversion Price is and the Conversion Amount that is converted. Set out below is a worked example of the number of Shares that may be issued upon conversion of the Convertible Security based on various assumed Conversion Prices and assuming the full face value of \$600,000 is converted, no Conversion Collateral Capitalisation Election is made and that no Options are exercised and no other Shares are issued prior to conversion.

Face Value (\$)	Assumed Conversion Price (\$)	Shares to be issued to Investor on Conversion	Shares currently on issue	Dilution effect on existing Shareholders
600,000	0.002	300,000,000	2,128,358,112	12.35%
600,000	0.0045	133,333,333	2,128,358,112	5.90%
600,000	0.006	100,000,000	2,128,358,112	4.49%
600,000	0.008	75,000,000	2,128,358,112	3.40%

3. RESOLUTIONS 2 AND 3 - RATIFICATION OF PRIOR ISSUES OF COLLATERAL SHARES AND CLOSING OPTIONS

3.1 General

As announced on 23 January 2019, at the First Closing the Company was required to issue 40,000,000 Shares and 60,000,000 Options to Lind in consideration for Lind entering into the Lind Agreement.

Resolution 2 seeks Shareholder approval for the ratification of the 40,000,000 Shares (**Collateral Shares**).

Resolution 3 seeks Shareholder approval for the ratification of the issue of the 60,000,000 Options (**Closing Options**).

3.2 ASX Listing Rules 7.1 and 7.4

A summary of ASX Listing Rule 7.1 is set out in Section 2.2 above.

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

By ratifying the issue of the Collateral Shares and the Collateral Options, the Company will retain the flexibility to issue equity securities in the future up to the 15% annual placement capacity set out in ASX Listing Rule 7.1 without the requirement to obtain prior Shareholder approval.

3.3 Resolution 2 – ASX information

Pursuant to and in accordance with ASX Listing Rule 7.5, the following information is provided in relation to Resolution 2:

- (a) 40,000,000 Shares were issued;
- (b) the Shares were issued for nil cash consideration pursuant to the terms of the Lind Agreement;
- (c) the Shares issued were all fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
- (d) the Shares were issued to Lind Asset Management XIII, LLC, which is not a related party of the Company; and
- (e) no funds were raised from the issue of the Collateral Shares as the Shares were issued in consideration for Lind Asset Management XIII, LLC entering into the Lind Agreement and otherwise pursuant to the terms of the Lind Agreement.

3.4 Resolution 3 – ASX information

Pursuant to and in accordance with ASX Listing Rule 7.5, the following information is provided in relation to Resolution 3:

- (a) 60,000,000 Options were issued;

- (b) the Options were issued for nil cash consideration pursuant to the terms of the Lind Agreement;
- (c) the Options were issued on the terms and conditions set out in Schedule 2;
- (d) the Options were issued to Lind Asset Management XIII, LLC, which is not a related party of the Company; and
- (e) no funds were raised from the issue of the Closing Options as the Options were issued in accordance with the terms of the Lind Agreement.

4. RESOLUTION 4 - FUTURE DRAW DOWNS UNDER LIND AGREEMENT

4.1 Genera

The purpose of Resolution 4 is to seek Shareholder approval for the Company to make further Draw Downs under the Lind Agreement during the period of three months after the date of the Meeting, without utilising the Company's placement capacity under ASX Listing Rule 7.1.

A summary of ASX Listing Rule 7.1 is set out in Section 1.2 above.

The Company anticipates that it will be able to make three Draw Downs over the three month period after the date of the Meeting. This could see the Company draw down an aggregate amount of up to \$900,000 (3 x \$300,000) or as little as \$300,000 (3 x \$100,000).

Share and Option issues under Resolution 4 will be made in three tranches in accordance with the terms of the Lind Agreement. The number of Shares and Options to be issued and the price of each respective issue, are not yet known, but will be determined on the basis of the Conversion Formula set out in Section 1(b) above. However, using the Floor Price (\$0.005) the maximum number of Shares and Options that could be issued would be 180,000,000 Shares (\$900,000/\$0.005) and 59,400,000 Options (33% of the maximum Shares issued).

4.2 ASX information

Pursuant to and in accordance with ASX Listing Rule 7.3, the following information is provided in relation to Resolution 4:

- (a) the number of Shares and Options to be issued is not yet known, but the maximum number of Shares that may be issued is 180,000,000 and the maximum number of Options that may be issued is 59,400,000;
- (b) it is intended that the issue of the Shares and Options will occur in three separate Draw Downs in accordance with the terms of the Lind Agreement and no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the ASX Listing Rules);
- (c) the issue price for the Shares will be not less than the Floor Price and calculated in accordance with the terms of the Lind Agreement as set out in Section 1(b) above. No funds will be payable for the Options;
- (d) the Shares and Options will be issued to Lind Asset Management XIII, LLC (or its nominee), which is not a related party of the Company;

- (e) the Shares issued will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares. The Options will be issued on the terms and conditions set out in Schedule 2; and
- (f) as set out in the announcement on 23 January 2019, the Company intends to use the funds raised under the Lind Agreement for working capital purposes and to assist the roll-out of the Company's platform.

5. RESOLUTION 5 - PLACEMENT OF OPTIONS

5.1 General

Resolution 5 seeks Shareholder approval for the issue of up to 351,413,781 Options expiring 30 March 2021 at an issue price of \$0.001 per Option (**New Listed Options**) to raise up to \$351,413 (**Listed Option Placement**).

The Listed Option Placement will be made available for application by all holders of the TV2O Options, trading under ASX Code: TV2O, on the basis of one (1) New Listed Option for every one (1) TV2O Option held on the record date of 30 March 2019. The Company will issue a prospectus in relation to the Listed Option Placement shortly after the Meeting (**Prospectus**).

The primary purpose of the Listed Option Placement is to enable the holders of TV2O Options to continue to participate in the ongoing development of the Company.

In addition to the above, the Company confirms that no related parties will be issued New Listed Options pursuant to the Listed Option Placement.

5.2 Timetable for Listed Option Placement

The indicative timetable for the Listed Option Placement is set out below:

Action	Date*
Date for determining eligibility of participants in the offer	30 March 2019
Lodgement of the Prospectus with the ASIC and ASX	5 April 2019
Lodgement of Appendix 3B	5 April 2019
Opening Date of the offer	5 April 2019
Closing Date of the offer*	19 April 2019
Expected date of Official Quotation of New Listed Options	26 April 2019

**The Directors reserve the right to bring forward or extend the Closing Date of the offer at any time after the Opening Date of the offer without notice. As such, the date the New Listed Options are expected to commence trading on ASX may vary with any change in the Closing Date of the offer.*

The Company will apply the funds raised from the Listed Option Placement to meet the expenses of preparing and lodging the Prospectus with the ASIC and ASX.

5.3 ASX Listing Rule 7.1

A summary of ASX Listing Rule 7.1 is set out in Section 1.2 above.

The effect of Resolution 7 will be to allow the Company to issue the New Listed Options pursuant to the Listed Option Placement during the period of 3 months after the Meeting (or a longer period, if allowed by ASX), without using the Company's 15% annual placement capacity.

5.4 ASX information

Pursuant to and in accordance with ASX Listing Rule 7.3, the following information is provided in relation to the Listed Option Placement:

- (a) the maximum number of New Listed Options to be issued is 351,413,781;
- (b) the New Listed Options will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the ASX Listing Rules) and it is intended that issue of the New Listed Options will occur on the same date;
- (c) the issue price will be \$0.001 per New Listed Option;
- (d) all holders of the TV2O Options will be able to subscribe for New Listed Options expiring 30 March 2021 on the basis of one (1) New Listed Option for every one (1) TV2O Option held pursuant to the terms of the Prospectus. No related parties will participate in the Listed Option Placement and the allocation policy is otherwise at the discretion of the Directors, although no New Listed Options will be issued to any related parties of the Company. There will be no shortfall offer made in the event the Listed Option Placement is not fully subscribed;
- (e) the New Listed Options will be issued on the terms and conditions set out in Schedule 3; and
- (f) the Company intends to use the funds raised from the Listed Option Placement to meet the expenses of preparing and lodging the Prospectus.

GLOSSARY

\$ means Australian dollars.

ASIC means the Australian Securities & Investments Commission.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by ASX Limited, as the context requires.

ASX Listing Rules means the Listing Rules of ASX.

Board means the current board of Directors of the Company.

Business Day means Monday to Friday inclusive, except New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, and any other day that ASX declares is not a business day.

Chair means the chair of the Meeting.

Company means TV2U International Limited (ACN 110 184 355).

Constitution means the Company's constitution.

Convertible Security means the convertible security issued by the Company to the Investor pursuant to the terms of the Lind Agreement.

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

Directors means the current directors of the Company.

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

Explanatory Statement means the explanatory statement accompanying the Notice.

General Meeting or **Meeting** means the meeting convened by the Notice.

Investor means Lind.

Lind means Lind Asset Management XIII, LLC.

Lind Agreement means the share purchase and convertible security agreement entered into between the Company and Lind Asset Management XIII, LLC dated 23 January 2019 as detailed at Section 1.1.

Notice or **Notice of Meeting** means this notice of meeting including the Explanatory Statement and the Proxy Form.

Option means an option to acquire a Share, including the New Listed Options.

Option Exercise Price means:

- (a) in respect of the Closing Options to be issued under the Lind Agreement, a per Option exercise price of 130% of the average of each of the twenty (20) daily VWAPs during the twenty (20) Trading Days immediately prior to the date of execution of the Lind Agreement (provided that if the resultant number contains four or more decimal places, such number will be rounded down to the next lowest number containing three decimal places), subject to all adjustments pursuant to the Lind Agreement); and

- (b) in respect of the tranche share issuance options to be issued under the Lind Agreement, a per Option exercise price of 130% of the Purchase Price of the relevant tranche share issuance, subject to all adjustments pursuant to the Lind Agreement.

Optionholder means a holder of an Option.

Proxy Form means the proxy form accompanying the Notice.

Purchase Price has the meaning given to that term at Section 1(b).

Resolutions means the resolutions set out in the Notice, or any one of them, as the context requires.

Section means a section of the Explanatory Statement.

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

Shareholder means a registered holder of a Share.

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

TV20 Options means the 351,413,781 listed Options on issue by the Company, exercisable at \$0.04 on or before 30 March 2019 and trading under ASX Code: TV20.

WST means Western Standard Time as observed in Perth, Western Australia.

VWAP means volume weighted average price.

SCHEDULE 1 – TERMS AND CONDITIONS OF CONVERTIBLE SECURITY

The following is a summary of the rights, privileges and restrictions attaching to the Convertible Security. The summary is not exhaustive and does not constitute a definitive statement of the rights and liabilities of the investor.

(a) **Face Value**

The Convertible Security has a total face value of \$600,000.

(b) **Conversion and Term**

Subject to Shareholder approval, a conversion of the Convertible Security may occur at any time during the 24 month term of the Lind Agreement provided it is after a lock-up period commencing on the execution of the Lind Agreement and ending on the earlier of 30 April 2019 or an event of default that has not been remedied, subject to the conditions set out in the Lind Agreement.

(c) **Conversion Amount**

The conversion amount, must be an amount determined by the Investor and must be either:

- (i) the amount of the outstanding Face Value of the Convertible Security; or
- (ii) an amount in multiples of \$50,000 up to a maximum of the outstanding Face Value of the Convertible Security,

(Conversion Amount).

(d) **Conversion Collateral Capitalisation Election**

The Investor may also elect whether to have the Conversion Amount satisfied in whole or in part by a reduction to the collateral shareholding number (**Conversion Collateral Capitalisation Election**).

(e) **Conversion Price**

The Conversion Price applicable to the conversion will be the lower of:

- (i) The price per Share equal to 90% of the average of three (3) daily VWAPs per Share during the twenty (20) consecutive Trading Days immediately prior to the relevant Conversion Notice Date selected by the Investor (in its sole discretion) (provided that if the resultant average VWAP number contains four or more decimal places, such number will be rounded down to the next lowest number containing three decimal places); and
- (ii) The price per Share equal to 130% of the average of each of the twenty (20) daily VWAPs during the twenty (20) Trading Days immediately prior to the date of execution of the Lind Agreement (provided that if the resultant number contains four or more decimal places, such number will be rounded down to the next lowest number containing three decimal places).

(f) **Conversion Shares**

The number of Conversion Shares that the Company must issue and electronically deliver in a Conversion shall be determined by dividing the Australian dollar

amount of the relevant Conversion Amount by the Conversion Price, provided that if the resultant number contains a fraction, such number shall be rounded up to the next highest whole number.

(g) **Security**

The Convertible Security is secured through a general security deed over the Company's property.

SCHEDULE 2 – TERMS AND CONDITIONS OF OPTIONS

1. Nature of Options

- (a) Each Option shall grant the holder of that Option the right but not the obligation to be issued by the Company one Share at the Option Exercise Price.
- (b) Each Option shall be exercisable by the Optionholder complying with its obligations under these terms, at any time after the time of its grant, and prior to the date that is thirty six (36) calendar months after the date the Option was granted (the **Option Expiration Date**) after which time it will lapse.

2. Exercise of Options

- (a) Without limiting the generality of, and subject to, the other provisions of the Lind Agreement, an Optionholder may exercise any of its Options at any time prior to their expiration, by delivery of:
 - (i) a copy, whether electronic or otherwise, of a duly executed Option exercise form (the **Exercise Form**), to the Company during normal business hours on any Business Day at the Company's principal executive offices (or such other office or agency of the Company as it may designate by notice to the Optionholder); and
 - (ii) payment of an amount equal to the Option Exercise Price multiplied by the number of Shares in respect of which the Options are being exercised at the time, by wire transfer to the account specified by the Company from time to time or by bank draft delivered to the Company during normal business hours on any Business Day at the Company's principal executive offices (or such other office or agency of the Company as it may designate by notice to the Optionholder).
- (b) As soon as reasonably practicable, but in any event no later than two (2) Business Days after receipt of a duly completed Exercise Form and the payment referred to in paragraph 2(a)(ii), the Company must cause its securities registrar to:
 - (i) issue and electronically deliver the Shares in respect of which the Options are so exercised by the Optionholder; and
 - (ii) provide to the Optionholder holding statements evidencing that such Shares have been recorded in the Company's share register.

3. Bonus Issues

If prior to an exercise of an Option, the Company makes an issue of Equity Securities by way of a bonus offer of such Equity Securities to at least all the holders of Equity Securities resident in Australia, then on exercise of the Option, the number of Equity Securities over which an Option is exercisable shall be increased by the number of Equity Securities which the holder of the Option would have received if the Option had been exercised before the date on which entitlements to the bonus issue were calculated.

4. Rights Issues

If prior to an exercise of an Option, any offer or invitation is made by the Company to at least all the holders of Equity Securities resident in Australia for the subscription for cash with respect to Equity Securities, options or other securities of the Company on a pro rata basis relative to those holders' shareholding at the time of the offer, the Option Exercise Price shall be reduced as specified in the ASX Listing Rules in relation to pro-rata issues (except bonus issues).

5. Reconstruction of Capital

In the event of a consolidation, subdivision or similar reconstruction of the issued capital of the Company, and subject to such changes as are necessary to comply with the ASX Listing Rules applying to a reconstruction of capital at the time of the reconstruction:

- (a) the number of the Equity Securities to which each Optionholder is entitled on exercise of the outstanding Options shall be reduced or increased in the same proportion as, and the nature of the Equity Securities shall be modified to the same extent that, the issued capital of the Company is consolidated, subdivided or reconstructed (subject to the same provisions with respect to rounding of entitlements as sanctioned by the meeting of shareholders approving the consolidation, subdivision or reconstruction); and
- (b) an appropriate adjustment shall be made to the Option Exercise Price of the outstanding Options, with the intent that the total amount payable on exercise of the Options shall not alter.

6. Cumulative Adjustments

Full effect shall be given to the provisions of paragraphs 3 to 5, as and when occasions of their application arise and in such manner that the effects of the successive applications of them are cumulative, the intention being that the adjustments they progressively effect will be such as to reflect, in relation to the Shares issuable on exercise of the Options outstanding, the adjustments which on the occasions in question are progressively effected in relation to Equity Securities already on issue.

7. Notice of Adjustments

Whenever the number of Shares over which an Option is exercisable, or the Option Exercise Price, is adjusted pursuant to the Lind Agreement, the Company must give notice of the adjustment to all the Optionholders, within three (3) Business Days.

8. Rights Prior to Exercise

Prior to its exercise, an Option does not confer a right on the Optionholder to participate in a new issue of securities by the Company.

9. Redemption

The Options shall not be redeemable by the Company.

10. Assignability and Transferability

The Options shall be freely assignable and transferable, subject to the provisions of Chapter 6D of the Corporations Act and the applicable law.

SCHEDULE 3 – TERMS AND CONDITIONS OF NEW LISTED OPTIONS

(a) **Entitlement**

Subject to paragraph (n) below, each Option entitles the holder to subscribe for one Share upon exercise of the Option.

(b) **Exercise Price**

Subject to paragraphs (k) and (m) below, the amount payable upon exercise of each Option will be \$0.02 (**Exercise Price**).

(c) **Expiry Date**

Each Option will expire at 5:00 pm (WST) on 30 March 2021 (**Expiry Date**). An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

(d) **Exercise Period**

The Options are exercisable at any time on or prior to the Expiry Date (**Exercise Period**).

(e) **Notice of Exercise**

The Options may be exercised during the Exercise Period by notice in writing to the Company in the manner specified on the Option certificate (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.

(f) **Exercise Date**

A Notice of Exercise is only effective on and from the later of the date of receipt of the Notice of Exercise and the date of receipt of the payment of the Exercise Price for each Option being exercised in cleared funds (**Exercise Date**).

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

Within 15 Business Days after the later of the following:

- (i) the Exercise Date; and
- (ii) when excluded information in respect to the Company (as defined in section 708A(7) of the Corporations Act) (if any) ceases to be excluded information,

but in any case no later than 20 Business Days after the Exercise Date, the Company will:

- (iii) allot and issue the number of Shares required under these terms and conditions in respect of the number of Options specified in the Notice of Exercise and for which cleared funds have been received by the Company;
- (iv) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the

Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and

- (v) if admitted to the Official List at the time, apply for Official Quotation on ASX of Shares issued pursuant to the exercise of the Options.

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

(h) **Shares issued on exercise**

Shares issued on exercise of the Options rank equally with the then issued shares of the Company.

(i) **Quotation of Options**

Subject to meeting ASX requirements, the Company will apply for quotation of the Options on ASX.

(j) **Quotation of Shares issued on exercise**

If admitted to the Official List at the time, the Company will apply for quotation of the Shares issued upon the exercise of the Options.

(k) **Reconstruction of capital**

If at any time the Company's issued capital is reconstructed, all rights of an Optionholder are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.

(l) **Participation in new issues**

There are no participation rights or entitlements inherent in the Options and Optionholders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options without exercising the Options.

(m) **Adjustment for rights issue**

If the Company proceeds with a pro rata issue (except a bonus issue) of securities to Shareholders after the date of issue of the Options, the Exercise Price will be reduced in accordance with the formula set out in ASX Listing Rule 6.22.2.

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

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

- (i) the number of Shares which must be issued on the exercise of an Option will be increased by the number of Shares which the Optionholder would have received if the Optionholder had exercised the Option before the record date for the bonus issue; and

(ii) no change will be made to the Exercise Price.

(o) **Transferability**

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



TV2U International Limited | ACN 110 184 355

GM Registration Card

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

Holder Number:

Vote by Proxy: TV2

Your proxy voting instruction must be received by **10.00am (WST) on Wednesday, 20 March 2019** being not later than **48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

SUBMIT YOUR PROXY VOTE ONLINE

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

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

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



SUBMIT YOUR PROXY VOTE BY PAPER

Complete the form overleaf in accordance with the instructions set out below.

YOUR NAME AND ADDRESS

The name and address shown above is as it appears on the Company's share register. If this information is incorrect, and you have an Issuer Sponsored holding, you can update your address through the investor portal: <https://investor.automic.com.au/#/home> Shareholders sponsored by a broker should advise their broker of any changes.

VOTING UNDER STEP 1 - APPOINTING A PROXY

If you wish to appoint someone other than the Chairman of the Meeting as your proxy, please write the name of that Individual or body corporate. A proxy need not be a Shareholder of the Company. Otherwise if you leave this box blank, the Chairman of the Meeting will be appointed as your proxy by default.

DEFAULT TO THE CHAIRMAN OF THE MEETING

Any directed proxies that are not voted on a poll at the Meeting will default to the Chairman of the Meeting, who is required to vote these proxies as directed. Any undirected proxies that default to the Chairman of the Meeting will be voted according to the instructions set out in this Proxy Voting Form, including where the Resolutions are connected directly or indirectly with the remuneration of KMP

VOTES ON ITEMS OF BUSINESS – PROXY APPOINTMENT

You may direct your proxy how to vote by marking one of the boxes opposite each item of business. All your shares will be voted in accordance with such a direction unless you indicate only a portion of voting rights are to be voted on any item by inserting the percentage or number of shares you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on the items of business, your proxy may vote as he or she chooses. If you mark more than one box on an item your vote on that item will be invalid.

APPOINTMENT OF SECOND PROXY

You may appoint up to two proxies. If you appoint two proxies, you should complete two separate Proxy Voting Forms and specify the percentage or number each proxy may exercise. If you do not specify a percentage or number, each proxy may exercise half the votes. You must return both Proxy Voting Forms together. If you require an additional Proxy Voting Form, contact Automic Registry Services.

SIGNING INSTRUCTIONS

You must sign this form as follows in the spaces provided

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

Joint holding: Where the holding is in more than one name, all of the Shareholders should sign.

Power of attorney: If you have not already lodged the power of attorney with the registry, please attach a certified photocopy of the power of attorney to this Proxy Voting Form when you return it.

Companies: To be signed in accordance with your Constitution. Please sign in the appropriate box which indicates the office held by you.

Email Address: Please provide your email address in the space provided.

By providing your email address, you elect to receive all communications despatched by the Company electronically (where legally permissible) such as a Notice of Meeting, Proxy Voting Form and Annual Report via email.

CORPORATE REPRESENTATIVES

If a representative of the corporation is to attend the Meeting the appropriate 'Appointment of Corporate Representative' should be produced prior to admission. A form may be obtained from the Company's share registry online at <https://automic.com.au>.

ATTENDING THE MEETING

Completion of a Proxy Voting Form will not prevent individual Shareholders from attending the Meeting in person if they wish. Where a Shareholder completes and lodges a valid Proxy Voting Form and attends the Meeting in person, then the proxy's authority to speak and vote for that Shareholder is suspended while the Shareholder is present at the Meeting.

POWER OF ATTORNEY

If a representative as power of attorney of a Shareholder of the Company is to attend the Meeting, a certified copy of the Power of Attorney, or the original Power of Attorney, must be received by the Company in the same manner, and by the same time as outlined for proxy forms.



