

20 May 2020

## PRE-QUOTATION DISCLOSURE

Intellicare Holdings Limited (ACN 622 484 397) (**Company**) provides the following confirmations to satisfy the conditions for admission of the Company's securities to quotation on ASX.

Capitalised terms used in this announcement not otherwise defined have the meaning given in the Company's prospectus dated 11 March 2020 (**Prospectus**).

### 1. Confirmation of completion of Offers

The Company confirms the issue of:

- (a) 27,500,000 Shares at an issue price of \$0.20 each, pursuant to the Public Offer;
- (b) 1,000,000 options and 619,793 shares exercisable at \$0.30 and expiring 16 October 2024 and 1,000,000 options, exercisable at \$0.40 and expiring 16 October 2024 to non-executive directors, former director Mr Matt de Boer and Chief Technology Officer Mr Mike Tappenden under the Director Offer; and
- (c) 3,000,000 options exercisable at \$0.30 and expiring 3 years from the date of issue and 1,801,190 shares to JP Equity Partners (or their nominees) under the Lead Manager Offer.

### 2. Restricted securities

The Company confirms the following securities will be subject to restriction pursuant to the ASX Listing Rules for the period outlined below:

Class	Number	Restriction Period
Shares	34,086,043	24 months from the date of official quotation
Options	7,078,125	24 months from the date of official quotation
Performance Rights	2,300,000	24 months from the date of official quotation
Shares	30,000	12 months from the date of issue, being until 13 January 2021

Shares	1,672,500	12 months from the date of issue, being until 13 December 2020
Options	5,734,375	12 months from the date of issue, being until 13 December 2020

### 3. Capital structure

The Company's capital structure at the date of admission is:

Security	Number
Fully Paid Ordinary Shares	72,899,706
Options	13,262,500
Performance Rights	2,300,000

### 4. Performance Rights Terms and Conditions

The full terms and conditions of the performance rights issued to Mr Jason Waller are set out in Annexure A.

### 5. ASX waivers

ASX granted the Company a waiver from Listing Rule 1.1 Condition 12 to the extent necessary for the Company to have on issue up to 2,300,000 performance rights ("Performance Rights") with an exercise price of less than \$0.20 on the condition that the material terms and conditions of the Performance Rights are clearly disclosed in the Company's Prospectus.

### 6. Update on Prospectus disclosure

#### *WSW Reseller & Distribution Agreement*

The Company entered into a reseller and distribution agreement with WSW as a reseller of InteliCare products on 8 June 2018 (**WSW Agreement**) for a 24-month term. The WSW Agreement contained conditional exclusivity provisions regarding sales in Victoria, which were not enlivened.

The Company is in negotiations with WSW to continue this agreement for a further term, to be finalised. All other material terms are expected to remain in place, including non-exclusivity and it is anticipated that the future agreement will not include minimum sales targets.

#### *TADWA Reseller & Distribution Agreement*

The Company entered into a reseller and distribution agreement with TADWA as a non-exclusive reseller of InteliCare products on 6 April 2018 (TADWA Agreement) for a 24-

month term. While the TADWA Agreement has come to an end an extension until 15th June 2020 has been agreed by the parties with an intention to transition to a new form agreement.

The Company is in negotiations with TADWA to continue this agreement for a further term, to be finalised. All other material terms are expected to remain in place, including non-exclusivity. The current agreement and future agreement have no minimum sales targets.

**7. Frontline payments**

The Company confirms that the amounts owing to Frontline noted in section 5.7 and section 7.11 of the Prospectus (\$60,387 excluding GST) has been repaid. The Company also confirms that the cash portion (\$47,805) of the Frontline Loan noted in section 7.11 of the Prospectus has also been repaid and that there are no further amounts owing to Frontline.

**By order of the Board**



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Neil Hackett  
Non-Executive Director and Company Secretary

## Annexure A: Performance Rights terms and conditions

### 1. Entitlement

The Performance Rights entitle the holder to subscribe for one Share upon the exercise of each Performance Right.

### 2. Consideration

The Performance Rights granted under the Offer are for nil cash consideration.

### 3. Exercise price

The exercise price of each Performance Right is nil.

### 4. Vesting Conditions

The Performance Rights will vest on the date the relevant vesting condition relating to that Performance Right has been satisfied to the Company's satisfaction (**Vesting Condition**) as set out below (**Vesting Date**). The holder must be an Eligible Participant at the Vesting Date to exercise the Performance Right unless the Board resolves otherwise. The Company will notify the holder in writing within 14 days of becoming aware that a Performance Right has vested.

Number of Performance Rights	Vesting Condition	Expiry Date
575,000	Upon the Company's 20-day VWAP <sup>1</sup> equalling or exceeding \$0.26	16 October 2024
575,000	Upon the Company's 20-day VWAP equalling or exceeding \$0.30	16 October 2024
575,000	Upon the Company's 20-day VWAP equalling or exceeding \$0.40	16 October 2024
575,000	Upon the Company's 20-day VWAP equalling or exceeding \$0.50	16 October 2024

1. **VWAP** means the volume weighted average price of the Company's fully paid ordinary shares.

5. **Conversion**

Upon vesting, each Performance Right will, at the holder's election, convert into one Share free of encumbrances. The holder must apply to exercise Performance Rights upon or within 6 months after vesting but prior to the Expiry Date by filling out a notice of exercise form (**Notice of Exercise**).

6. **Expiry Date**

The Performance Rights will automatically expire at 5.00pm (WST) on the Expiry Date.

For the avoidance of doubt any vested but unexercised Performance Rights will automatically expire on the earlier of 6 months after the Vesting Date or the Expiry Date.

7. **Exercise period**

The Performance Rights are exercisable at any time from the Vesting Date to the earlier of

- (a) 6 months after the Vesting Date; or
- (b) the Expiry Date.

8. **Transfer**

The Performance Rights are not transferable.

9. **Participation in entitlements and bonus issues**

Subject always to the rights under paragraphs 10 and 11, holders of Performance Rights will not be entitled to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.

10. **Adjustment for bonus issue**

If securities are issued pro-rata to Shareholders generally by way of bonus issue (other than an issue in lieu of dividends by way of dividend reinvestment), the number of Performance Rights to which holders of Performance Rights are entitled will be increased by that number of securities which the holder would have been entitled if the Performance Rights held by the holder were vested immediately prior to the record date of the bonus issue, and in any event in a manner consistent with the Corporations Act and the Listing Rules at the time of the bonus issue.

11. **Reorganisation of capital**

In the event that the issued capital of the Company is reconstructed, all the holder's rights as a holder of Performance Rights will be changed to the extent necessary to comply with the Listing Rules and Corporations Act at the time of reorganisation provided that, subject to compliance with the Listing Rules and Corporations Act, following such reorganisation the holder's economic and other rights are not diminished or terminated.

12. **Dividend and voting rights**

The Performance Rights do not confer on the holder an entitlement to vote or receive dividends.

**13. Return of capital rights**

The Performance Rights do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.

**14. Rights on winding up**

The Performance Rights have no right to participate in the surplus profits or assets of the Company upon a winding up of the Company.

**15. Change in control**

Upon:

- (a) a takeover bid under Chapter 6 of the Corporations Act having been made in respect of the Company and:
  - (i) having received acceptances for not less than 50.1% of the Company's shares on issue; and
  - (ii) having been declared unconditional by the bidder; or
- (b) a Court granting orders approving a compromise or arrangement for the purposes of or in connection with a scheme of arrangement for the reconstruction of the Company or its amalgamation with any other company or companies,
- (c) then:
  - (i) any unvested Performance Rights will automatically vest; and
  - (ii) to the extent Performance Rights have not been converted into Shares following satisfaction of the Performance Rights Milestone, Performance Rights will automatically convert to that number of Shares which when issued together with all Shares issued under any other class of Performance Rights then on issue in the Company, is equal to the lesser of one Share per Performance Right and 10% of the total Shares on issue at that time. Performance Rights that are not converted into Shares will continue to be held by the holder on the same terms and conditions.

**16. Issue of Shares**

The Shares to which the holder is entitled on exercise of the Performance Right will be issued, free of encumbrances, to the holder within 10 business days of the date of the exercise of notice in respect of the relevant Performance Right. All Shares issued upon the vesting of Performance Rights will upon issue rank pari passu in all respects with other Shares. For the avoidance of doubt, the holder will, from and including the issue date of any Shares, be the legal owner of the Shares and will be entitled to

dividends and to exercise voting rights attached to the Shares. The Company will bear all costs and expenses associated with the issue of Shares in accordance pursuant to these terms and conditions.

**17. Quotation**

The Performance Rights will not be quoted.

**18. Quotation of Shares on exercise**

If admitted to the official list of ASX at the time, application will be made by the Company to ASX for quotation of the Shares issued upon the exercise of the Performance Rights in accordance with the Listing Rules.

**19. Timing of issue of Shares**

As soon as practicable after the issue of a Notice of Exercise by the holder, the Company will:

- (b) issue, allocate or cause to be transferred to the holder (or its nominees) the number of Shares to which the holder (or its nominees) is entitled;
- (c) issue a substitute Certificate for any remaining unexercised Performance Rights held by the holder (or its nominees); and
- (d) if required and subject to paragraph 20, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act.

**20. Restrictions on transfer of Shares**

If the Company is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, Shares issued on conversion of the Performance Rights may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Corporations Act.

**21. Variation to terms and conditions**

The Directors may change the terms of the Performance Rights within reason where a variation is required to comply with the Corporations Act or the Listing Rules.

The Company notes that references to "fair market value" have been removed from condition 4 on the basis that such a reference is not applicable to the Performance Rights following the Company's admission to the ASX official list. For the avoidance of any doubt, the Company confirms that to the extent there are any inconsistencies between the Performance Right terms and conditions set out in this announcement and the Prospectus, the terms set out in this announcement will prevail.