

8 August 2013

The Listing Manager  
Australian Stock Exchange  
2 The Esplanade  
PERTH, WA 6000

Dear Sir

**Amendment of Constitution (Small Shareholdings)**

At the Annual General Meeting of Medtech Global Limited (the "Company"), held in Melbourne on Thursday 8 August 2013, a Special Resolution was passed to amend the Constitution of the Company. Specifically, the resolution replaced Clause 31 of the Constitution with a new Clause 31 set out in the attachment to this letter.

This Special Resolution required that a least 75% of the votes cast for this resolution must be in favour. The Special Resolution passed with 99.80% of the votes cast in favour of the resolution.

Please refer to the attachment for full details of the new Clause 31 of the Constitution of the Company, which takes effect immediately.

Yours faithfully



Russell G Clarke  
**Executive Director**

## ATTACHMENT TO LETTER TO ASX OF 8 AUGUST 2013

### New Clause 31 of the Constitution of Medtech Global Limited

#### **31. UNMARKETABLE PARCELS**

31.1 In this clause 31:

**Marketable Parcel** has the same meaning as given to that term in the Listing Rules;

**Small Shareholding** means a shareholding which is less than a Marketable Parcel; and,

any other terms and expressions given a meaning in the Listing Rules, the ASX Settlement Operating Rules or other rules relating to CHES, have the same meaning as given to these terms in those rules.

31.2 The Directors may cause to be sold, and the Company may sell, a shareholder's shares if the shareholder holds a Small Shareholding of shares of a particular class, in accordance with this clause 31. In that respect:

- (a) clauses 31.3 to 31.6 (inclusive) apply to Small Shareholdings held at the date on which this clause 31 is adopted by special resolution;
- (b) clauses 31.7 and 31.8 apply to Small Shareholdings created after the date on which this clause 31 is adopted by special resolution; and
- (c) clause 31.9 and following, apply to all Small Shareholdings,

and, in each case except to the extent provided to the contrary by law or the Listing Rules, the Company may treat a holding of shares in a class as an Small Shareholding whether or not it knows or ought to know the holder of that parcel holds (legally or beneficially) shares of the same class under a similar name, another name or through a trustee, nominee or custodian.

31.3 The Company may give written notice to a shareholder that:

- (a) generally explains the effect of this clause 31;
- (b) states that the shareholder's shares which form the Small Shareholding will be sold or disposed of by the Company;
- (c) allows the shareholder to be exempt from this clause 31 in respect of the notice given but without limiting the Company's ability to give further notices in respect of that Small Shareholding when permitted to do so under this clause 31, if the shareholder provides the Company with written notice by the date specified in the Company's notice

(being a date not less than 6 weeks from the date of the Company's notice) informing the Company that the shareholder wishes to retain its Small Shareholding and the relevant shares are not to be sold or disposed of; and

- (d) provides a form of election for the purposes of allowing the shareholder to notify their intention to retain their Small Shareholding which is the subject of the notice.

Accidental or immaterial defects in the notice given by the Company will not invalidate the notice.

31.4 If by 5.00pm in the place and on the date specified in the Company's notice sent to a shareholder:

- (a) the Company has not received from the shareholder a notice electing to be exempt from this clause 31 in respect of the notice given by the Company and stating their intention to retain their Small Shareholding; or
- (b) the shareholder has not increased their holding to a Marketable Parcel of shares,

then the shareholder is taken to have irrevocably appointed the Company as their agent to sell or otherwise dispose of the Small Shareholding which is the subject of the notice.

If the Company has received from the shareholder a notice electing to be exempt from this clause 31 in respect of the notice given by the Company and stating their intention to retain their Small Shareholding the Company will not sell that Small Shareholding.

31.5 Subject to clause 31.6, the Directors and the Company can only send a notice to a shareholder under clause 31.3 once in any 12 month period.

31.6 If:

- (a) a takeover bid for the Company is announced or made (as applicable) after notice is given in accordance with clause 31.3, but before an agreement for the sale of shares is entered into, the notice by the Company lapses and the agency of the Company ends; and
- (b) a new notice may be given by the Company under clause 31.3 after the close of offers under the takeover bid despite clause 31.5.

31.7 The Company may also sell a shareholder's Small Shareholding if the shares of a particular class held by the shareholder are in a new holding created by a transfer of shares on or after the date this clause 31 is adopted by special resolution, and the number of shares of that class in the remaining holding is less than a Marketable Parcel at the time:

- (a) a transfer document is initiated; or
- (b) if applicable, a paper based transfer is lodged for registration.

31.8 The Company may give a shareholder referred to in clause 31.7 a notice in writing stating that the Company intends to sell or dispose of the relevant Small Shareholding. Whether or not the Company gives notice under this clause, a shareholder to whom clause 31.7 applies cannot opt out of the sale process and, on the transfer being initiated or the transfer being lodged as referred to in clause 31.7 (as applicable), the shareholder is irrevocably taken to have appointed the Company as their agent to sell or otherwise dispose of the Small Shareholding that has been created. If a notice is given to a holder of a Small Shareholding under this clause, accidental or immaterial defects in the notice will not invalidate the notice.

31.9 If the Company exercises its powers under clauses 31.3 and 31.4, 31.6, 31.7 or 31.8 (and unless the Directors decide otherwise):

- (a) all the former shareholders' interests in the shares forming the Small Shareholding are extinguished (including, but not limited to the right to vote);
- (b) all monetary claims against the Company in respect of the Small Shareholding for interim or final dividends declared but not paid or for other forms of monetary distribution due but not paid, are to become a debt due under and in accordance with this clause 31 irrespective of the date(s) on which they would otherwise have been due for payment but without affecting the characterisation of the amount as a dividend or otherwise; and
- (c) all claims against the Company in respect of the Small Shareholding, for bonus shares or other securities or distributions, the record date for which is after the date on which the Company's appointment as sale agent is effective but before the date of sale or transfer, are to likewise be sold by the Company with the net proceeds after deducting the costs of sale to become a debt due under and in accordance with this clause 31.

31.10 The Company may sell, transfer or otherwise dispose of a Small Shareholding (which, for the purposes of clause 31.10 and following, includes any right to a bonus share, security or distribution to be sold under clause 31.9(c)):

- (a) through a broker, or electronic broking system and as soon as reasonably practicable at a price the Directors consider to be the best price reasonably obtainable for the shares at the time they are sold, transferred or disposed of; or
- (b) by any other means or in any other manner and on any terms that the Directors may determine.

31.11 The Company may:

- (a) initiate a Holding Adjustment to move all shares or other securities relating to a Small Shareholding from a CHESS Holding to an Issuer Sponsored Holding or a Certificated Holding or to take any other action the Company considers necessary or desirable to effect a sale, transfer or disposal of a Small Shareholding;
- (b) exercise any and all powers under applicable law to effect a sale, transfer or disposal of a Small Shareholding;
- (c) receive the purchase money or any other form of consideration considered acceptable by the Directors (with or without security for payment) for sale, transfer or disposal of a Small Shareholding;
- (d) convert any non-cash consideration or security received in respect of sale, transfer or disposal of an Small Shareholding, into cash;
- (e) appoint a person to sign any agreement, transfer or other necessary instruments and documents considered by the Directors to be necessary or convenient to effect a sale, transfer or disposal of an Small Shareholding;
- (f) appoint brokers and other professional advisers to assist with, or advise in respect of, the Company's exercise of its powers and discretions under this clause 31; and
- (g) enter into the applicable register the name of any person to whom the shares, securities or other distribution which comprise an Small Shareholding, are sold, or transferred or disposed.

31.12 Any person who acquires shares, securities or other form of distribution which formed all or part of an Small Shareholding, is entitled to assume that the Company and the Directors (as applicable):

- (a) properly exercised its powers and discretions under this clause 31 in respect of the sale, transfer or disposal of the shares, securities or other form of distribution; and
- (b) properly applied, or will properly apply, the proceeds from the sale, transfer or disposal of the shares, securities or other form of distribution in accordance with this clause 31,

and the buyer or transferor will receive good title to the shares, securities or other form of distribution without being affected by any actual or claimed breach of this clause 31 by the Company or any other person in respect of the exercise of the Company's powers and discretions under this clause 31. The remedy (if any) of any person aggrieved by an actual or claimed breach of this constitution in respect of the exercise of the Company's powers and discretions under this clause 31 is in damages only and

against the Company exclusively.

31.13 The costs and expenses associated with the sale, transfer or disposal of an Small Shareholding, including any brokerage and stamp duty (if applicable), are payable by the Company or the purchaser as the Directors may determine or as required by law. Where costs and expenses are incurred and paid by the Company, the amount paid is to be deducted from the proceeds of sale of the Small Shareholdings and where they are paid in respect of a number of Small Shareholdings, the costs and expenses may be allocated to the parcels sold in such manner as the Directors may determine to be appropriate in all the circumstances. For the avoidance of doubt, if following the deduction or allocation the resulting amount is negative or zero, nothing is payable to the holder of the relevant Small Shareholding.

31.14 The Company may deduct from the proceeds of sale, transfer or disposal of a Small Shareholding, any amounts due to the Company by the former holder of that Small Shareholding.

31.15 The:

- (a) net proceeds (if any) of sale, transfer or disposal of a Small Shareholding of a former holder; and
- (b) any moneys that are a debt due to that former holder under clause 31.9(b) or
- (c) less any amounts due to the Company by that former holder,

(together called Sale Proceeds) will be paid by the Company to the former holder of the Small Shareholding by sending the Sale Proceeds by cheque to the address noted on the share or securities register for the holder before the sale, transfer or disposal of the Small Shareholding took place. The sending of the Sale Proceeds discharges the Company from its obligation to pay any or all of the Sale Proceeds as a debt due by the Company. If applicable, the Sale Proceeds will not be sent to the former holder of a Small Shareholding unless:

- (d) the Company has received any share certificate or other indicia of title to securities relating to the Small Shareholding; or
- (e) the Directors are satisfied that the certificate or other indicia has been lost or destroyed.

The Directors may require such evidence as to loss or destruction (including the provision of statutory declarations) as they may determine and neither the Directors nor the Company will be liable to the former holder of a Small Shareholding or to any other person for reliance on such evidence.

Interest will not be payable by the Company to the former holder of a Small Shareholding in respect of any of the Sale Proceeds (irrespective of the length of time the Sale Proceeds may be held by the Company). However, the Company is entitled to the interest on any account into which the Sale Proceeds may be deposited pending the Sale Proceeds being paid to the former holder. Nothing in this clause obliges the Company to pay such Sale Proceeds into an account with a financial institution or, if in fact paid into such an account, a separate account for the former holder(s) to the intent the account may be a Company account into which Sale Proceeds of other former holders of Small Shareholdings, other Company moneys or both are inter-mingled.

31.16 If:

- (a) certificates are not provided by the former holder of a Small Shareholding under clause 31.15 within any period determined by the Directors; or
- (b) the Sale Proceeds sent to a former holder of a Small Shareholding are returned to the Company for any reason,

the Company's obligation to:

- (c) in the case of non-provision of certificates or other indicia of title, pay the Sale Proceeds and thereby to pay any debt due under clause 31.9(b) or (c); or
- (d) deal with the Sale Proceeds in any way (but without affecting the discharge of debt under clause 31.15),

will be discharged by depositing the relevant Sale Proceeds into an account with a financial institution. The deposit may be into an account that also holds proceeds in respect of other former holders of Small Shareholdings, other Company moneys or both. Pending deposit of Sale Proceeds into the account, interest will not be payable by the Company to the former holder of a Small Shareholding for the period before Sale Proceeds are paid into an account (irrespective of the length of time the money is held by the Company). The former holder will also not be entitled to any interest (or a pro rata proportion of any interest) payable in respect of deposited Sale Proceeds. All such interest will accrue for the benefit of the Company.

31.17 Sale Proceeds deposited into an account under clause 31.16 (less applicable account fees, costs, charges and taxes.) after such period as the Directors may determine or the law may permit, may be dealt with by the Company as unclaimed property or unclaimed moneys under the Corporations Act or other unclaimed money legislation in the State of Victoria (as applicable) irrespective of the jurisdiction in which the former holder(s) of a Small Shareholding(s) may be resident or domiciled.

31.18 A certificate in writing from the Company signed by a Director or

company secretary, certifying:

- (a) that a Small Shareholding was sold or disposed of in accordance with this clause 31; or
- (b) any other act, matter or thing in respect of the exercise of powers or discretions by the Company under this clause 31,

is sufficient evidence of those matters for all purposes and may be relied on by third parties.