
FRUGL GROUP LIMITED
ACN 096 870 978
NOTICE OF ANNUAL GENERAL MEETING

Notice is given that the Meeting will be held at:

TIME: 1:00pm (WST)
DATE: 8 November 2024
PLACE: Level 2, 100 James Street Northbridge WA 6003

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

This Notice 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 5:00pm WST on 6 November 2024.

BUSINESS OF THE MEETING

AGENDA

1. FINANCIAL STATEMENTS AND REPORTS

To receive and consider the annual financial report of the Company for the financial year ended 30 June 2024 together with the declaration of the Directors, the Director's report, the Remuneration Report and the auditor's report.

2. RESOLUTION 1 – ADOPTION OF REMUNERATION REPORT

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

“That, for the purposes of section 250R(2) of the Corporations Act and for all other purposes, approval is given for the adoption of the Remuneration Report as contained in the Company's annual financial report for the financial year ended 30 June 2024.”

Note: the vote on this Resolution is advisory only and does not bind the Directors or the Company.

3. RESOLUTION 2 – RE-ELECTION OF A DIRECTOR - KIT WENG YIP

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

“That, for the purpose of clause 15.2 of the Constitution, Listing Rule 14.5 and for all other purposes, Kit Weng Yip, a Director, retires by rotation, and being eligible, is re-elected as a Director.”

4. RESOLUTION 3 – APPROVAL TO ISSUE CONSIDERATION SHARES TO PRODIGY9 VENDORS

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

“That, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue 10,000,000 Shares to Prodigy9 on the terms and conditions set out in the Explanatory Statement.”

5. RESOLUTION 4 – APPROVAL TO ISSUE PERFORMANCE RIGHTS TO PRODIGY9 VENDORS

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

“That, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue 33,750,000 Performance Rights to Prodigy9 on the terms and conditions set out in the Explanatory Statement.”

6. RESOLUTION 5 – RATIFICATION OF PRIOR ISSUE OF SHARES TO OBSIDIAN

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

“That, for the purposes of Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 5,397,990 Shares to Obsidian Global Partners, LLC Inc on the terms and conditions set out in the Explanatory Statement.”

7. RESOLUTION 6 – APPROVAL OF 7.1A MANDATE

To consider and, if thought fit, to pass the following resolution as a **special resolution**:

“That, for the purposes of Listing Rule 7.1A and for all other purposes, approval is given for the Company to issue up to that number of Equity Securities equal to 10% of the issued capital of the Company at the time of issue, calculated in accordance with the formula prescribed in Listing Rule 7.1A.2 and otherwise on the terms and conditions set out in the Explanatory Statement.”

8. RESOLUTION 7 – CHANGE OF COMPANY NAME

To consider and, if thought fit, to pass the following resolution as a **special resolution**:

*“That, for the purposes of section 157(1)(a) of the Corporations Act and for all other purposes, approval is given for the name of the Company to be changed to **InFocus Group Holdings Limited**.”*

Voting Prohibition Statements

Resolution 1 – Adoption of Remuneration Report	<p>A vote on this Resolution must not be cast (in any capacity) by or on behalf of either of the following persons:</p> <ul style="list-style-type: none">(a) a member of the Key Management Personnel, details of whose remuneration are included in the Remuneration Report; or(b) a Closely Related Party of such a member. <p>However, a person (the voter) described above may cast a vote on this Resolution as a proxy if the vote is not cast on behalf of a person described above and either:</p> <ul style="list-style-type: none">(a) the voter is appointed as a proxy by writing that specifies the way the proxy is to vote on this Resolution; or(b) the voter is the Chair and the appointment of the Chair as proxy:<ul style="list-style-type: none">(i) does not specify the way the proxy is to vote on this Resolution; and(ii) expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.
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Voting Exclusion Statements

In accordance with Listing Rule 14.11, the Company will disregard any votes cast in favour of the Resolution set out below by or on behalf of the following persons:

Resolutions 3 and 4 – Approval to issue Securities to Prodigy9 Vendors	Prodigy9 or any other 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).
Resolution 5 – Ratification of prior issue of Shares to Obsidian	Obsidian Global Partners, LLC or any other person who participated in the issue or an associate of that person or those persons.

However, this does not apply to a vote cast in favour of the Resolution by:

- (a) a person as a proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or
- (b) the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and
 - (ii) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Voting 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 two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If the Shareholder appoints two 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:

- 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.

Voting in person

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

You may still attend the Meeting and vote in person even if you have appointed a proxy. If you have previously submitted a Proxy Form, your attendance will not revoke your proxy appointment unless you actually vote at the Meeting for which the proxy is proposed to be used, in which case, the proxy's appointment is deemed to be revoked with respect to voting on that Resolution.

Please bring your personalised Proxy Form with you as it will help you to register your attendance at the Meeting. If you do not bring your Proxy Form with you, you can still attend the Meeting but representatives from Automatic Registry Services will need to verify your identity. You can register from 12:30pm WST on the day of the Meeting.

Should you wish to discuss the matters in this Notice please do not hesitate to contact the Company Secretary on +61 8 9465 1091.

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. FINANCIAL STATEMENTS AND REPORTS

In accordance with the Corporations Act, the business of the Meeting will include receipt and consideration of the annual financial report of the Company for the financial year ended 30 June 2024 together with the declaration of the Directors, the Directors' report, the Remuneration Report and the auditor's report.

The Company will not provide a hard copy of the Company's annual financial report to Shareholders unless specifically requested to do so. The Company's annual financial report is available on its website at <https://fruglgroup.com.au/>.

2. RESOLUTION 1 – ADOPTION OF REMUNERATION REPORT

2.1 General

The Corporations Act requires that at a listed company's annual general meeting, a resolution that the remuneration report to be adopted must be put to the shareholders. However, such a resolution is advisory only and does not bind the company or the directors of the company.

The remuneration report sets out the company's remuneration arrangements for the directors and senior management of the company. The remuneration report is part of the directors' report contained in the annual financial report of the company for a financial year.

The chair of the meeting must allow a reasonable opportunity for its shareholders to ask questions about or make comments on the remuneration report at the annual general meeting.

2.2 Voting consequences

A company is required to put to its shareholders a resolution proposing the calling of another meeting of shareholders to consider the appointment of directors of the company (**Spill Resolution**) if, at consecutive annual general meetings, at least 25% of the votes cast on a remuneration report resolution are voted against adoption of the remuneration report and at the first of those annual general meetings a Spill Resolution was not put to vote. If required, the Spill Resolution must be put to vote at the second of those annual general meetings.

If more than 50% of votes cast are in favour of the Spill Resolution, the company must convene a shareholder meeting (**Spill Meeting**) within 90 days of the second annual general meeting.

All of the directors of the company who were in office when the directors' report (as included in the company's annual financial report for the most recent financial year) was approved, other than the managing director of the company, will cease to hold office immediately before the end of the Spill Meeting but may stand for re-election at the Spill Meeting.

Following the Spill Meeting those persons whose election or re-election as directors of the company is approved will be the directors of the company.

2.3 Previous voting results

At the Company's previous annual general meeting the votes cast against the remuneration report considered at that annual general meeting were less than 25%. Accordingly, the Spill Resolution is not relevant for this Meeting.

3. RESOLUTION 2 – RE-ELECTION OF A DIRECTOR - KIT WENG YIP

3.1 General

Listing Rule 14.5 provides that an entity which has directors must hold an election of directors at each annual general meeting.

The Constitution sets out the requirements for determining which Directors are to retire by rotation at an annual general meeting.

Kit Weng Yip, who has held office without re-election since 10 February 2023 and being eligible retires by rotation and seeks re-election.

Further information in relation to Kit Weng Yip is set out below.

Qualifications, experience and other material directorships	Mr Yip, a former investment banker, has over three decades experience in equity fundraising, corporate finance, advisory services, private debt securities and equity transactions in Southeast Asia. Mr Yip's previous roles include Deputy Group Managing Director of Affin Hwang Investment Bank Berhad and includes Nomura, RHB Investment Bank and CIMB Investment Bank, Utama Wardley and Price Waterhouse. He currently serves as an Independent Non Executive Director of Esente Capital Berhad & Privasia Technology Berhad (PRTB: Bursa). In addition, Mr Yip also serves as the Deputy President of CPA Australia, Malaysia Divisional Council.
Term of office	Kit Weng Yip has served as a Director since 10 February 2023.
Independence	If re-elected, the Board considers that Mr Yip will be an independent Director.
Board recommendation	Having received an acknowledgement from Mr Yip that he will have sufficient time to fulfil his responsibilities as a Director and having reviewed the performance of Mr Yip since his appointment to the Board and the skills, knowledge, experience and capabilities required by the Board, the Directors (other than Mr Yip) recommend that Shareholders vote in favour of this Resolution.

3.2 Technical information required by Listing Rule 14.1A

If this Resolution is passed, Kit Weng Yip will be re-elected to the Board as an independent Director.

If this Resolution is not passed, Kit Weng Yip will not continue in his role as an independent Director. The Company may seek nominations or otherwise identify suitably qualified candidates to join the Company. As an additional consequence, this may detract from the Board and Company's ability to execute on its strategic vision.

4. BACKGROUND TO RESOLUTIONS 3 AND 4

As announced on 3 October 2024, the Company has entered into a binding share sale agreement (**Acquisition Agreement**) to acquire 100% of the fully paid ordinary shares of Prodigy9 Co., Ltd (a company incorporated in Thailand) (**Prodigy9**) (the **Acquisition**).

Subject to the terms and conditions of the Acquisition Agreement, the Company agreed to issue to the shareholders of Prodigy9 (**Prodigy9 Vendors**):

- (a) 10,000,000 Shares (**Consideration Shares**); and
- (b) an aggregate of 33,750,000 Performance Rights,

in their respective proportions.

The issue of the Consideration Shares and Performance Rights is subject to Shareholder approval pursuant to Resolutions 3 and 4, respectively.

5. RESOLUTION 3 – APPROVAL TO ISSUE CONSIDERATION SHARES TO PRODIGY9 VENDORS

5.1 General

This Resolution seeks Shareholder approval for the purposes of Listing Rule 7.1 for the issue of 10,000,000 Consideration Shares in part consideration for the Acquisition.

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

The proposed issue falls within exception 17 of Listing Rule 7.2. It therefore requires the approval of Shareholders under Listing Rule 7.1.

5.2 Technical information required by Listing Rule 14.1A

If this Resolution is passed, the Company will be able to proceed with the issue. In addition, the issue will be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If this Resolution is not passed, the Company will not be able to proceed with the issue. In such circumstances the Company may be required to re-negotiate payment terms under the Acquisition Agreement which may require the Company to pay additional cash fees.

5.3 Technical information required by Listing Rule 7.3

REQUIRED INFORMATION	DETAILS
Names of persons to whom Securities will be issued or the basis on which those persons were or will be identified/selected	The Prodigy9 Vendors. The Company confirms that no Material Persons will be issued more than 1% of the issued capital of the Company.
Number of Securities and class to be issued	10,000,000 Consideration Shares will be issued.
Terms of Securities	The Consideration Shares 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.
Date(s) on or by which the Securities will be issued	The Company expects to issue the Consideration Shares within 5 Business Days of the Meeting. In any event, the Company will not issue any Consideration Shares later than three months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
Price or other consideration the Company will receive for the Securities	The Consideration Shares will be issued at a nil issue price, in part consideration for the Acquisition.
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the issue is to satisfy the Company's obligations under the Acquisition Agreement.
Summary of material terms of agreement to issue	The Consideration Shares are being issued under the Acquisition Agreement, a summary of the material terms of which is set out in Schedule 1.
Voting exclusion statement	A voting exclusion statement applies to this Resolution.

6. RESOLUTION 4 – APPROVAL TO ISSUE PERFORMANCE RIGHTS TO THE PRODIGY9 VENDORS

6.1 General

This Resolution seeks Shareholder approval for the purposes of Listing Rule 7.1 for the issue of 33,750,000 Performance Rights in part consideration for the Acquisition.

A summary of Listing Rule 7.1 is set out in Section 5.1 above.

The proposed issue falls within exception 17 of Listing Rule 7.2. It therefore requires the approval of Shareholders under Listing Rule 7.1.

6.2 Technical information required by Listing Rule 14.1A

If this Resolution is passed, the Company will be able to proceed with the issue. In addition, the issue will be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If this Resolution is not passed, the Company will not be able to proceed with the issue. In such circumstances the Company may be required to re-negotiate payment terms under the Acquisition Agreement which may require the Company to pay additional cash fees.

6.3 Technical information required by Listing Rule 7.3

REQUIRED INFORMATION	DETAILS
Names of persons to whom Securities will be issued or the basis on which those persons were or will be identified/selected	The Prodigy9 Vendors. The Company confirms that no Material Persons will be issued more than 1% of the issued capital of the Company.
Number of Securities and class to be issued	33,750,000 Performance Rights as follows: (a) 7,500,000 Tranche A Performance Rights; (b) 12,500,000 Tranche B Performance Rights; and (c) 13,750,000 Tranche C Performance Rights.
Terms of Securities	The Performance Rights will be issued on the terms and conditions set out in Schedule 2.
Date(s) on or by which the Securities will be issued	The Company expects to issue the Performance Rights within 5 Business Days of the Meeting. In any event, the Company will not issue any Performance Rights later than three months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
Price or other consideration the Company will receive for the Securities	The Performance Rights will be issued at a nil issue price, in part consideration for the Acquisition.
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the issue is to satisfy the Company's obligations under the Acquisition Agreement.
Summary of material terms of agreement to issue	The Performance Rights are being issued under the Acquisition Agreement, a summary of the material terms of which is set out in Schedule 1.
Voting exclusion statement	A voting exclusion statement applies to this Resolution.

7. RESOLUTION 5 – RATIFICATION OF PRIOR ISSUE SHARES TO OBSIDIAN

7.1 General

As announced on 31 May 2024, the Company entered into a Convertible Securities and Placement Agreement with Obsidian Global Partners, LLC Inc (**Obsidian**), pursuant to which Obsidian agreed to provide the Company with a financing facility of up to \$2 million through the issue of convertible notes, across multiple tranches. In consideration for Obsidian advancing the initial \$900,000 in funding, the Company agreed to issue Obsidian an aggregate of 5,397,990 Shares.

This Resolution seeks Shareholder ratification for the purposes of Listing Rule 7.4 for the issue of 5,397,990 Shares to Obsidian on 3 June 2024.

7.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is set out in Section 5.1 above.

The issue does not fit within any of the exceptions set out in Listing Rule 7.2 and, as it has not yet been approved by Shareholders, it effectively uses up part of the 15% limit in Listing Rule 7.1, reducing the Company's capacity to issue further equity securities without Shareholder approval under Listing Rule 7.1 for the 12 month period following the date of the issue.

7.3 Listing Rule 7.4

Listing Rule 7.4 allows the shareholders of a listed company to approve an issue of equity securities after it has been made or agreed to be made. If they do, the issue is taken to have been approved under Listing Rule 7.1 and so does not reduce the company's capacity to issue further equity securities without shareholder approval under that rule.

The Company wishes to retain as much flexibility as possible to issue additional equity securities in the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1. Accordingly, the Company is seeking Shareholder ratification pursuant to Listing Rule 7.4 for the issue.

7.4 Technical information required by Listing Rule 14.1A

If this Resolution is passed, the issue will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of equity securities the Company can issue without Shareholder approval over the 12 month period following the date of the issue.

If this Resolution is not passed, the issue will be included in calculating the Company's 15% limit in Listing Rule 7.1, effectively decreasing the number of equity securities that the Company can issue without Shareholder approval over the 12 month period following the date of the issue.

7.5 Technical information required by Listing Rules 7.4 and 7.5

REQUIRED INFORMATION	DETAILS
Names of persons to whom Securities were issued or the basis on which those persons were identified/selected	Obsidian. The Company confirms that no Material Persons were issued more than 1% of the issued capital of the Company.
Number and class of Securities issued	5,397,990 Shares were issued.
Terms of Securities	The Shares were fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.
Date(s) on or by which the Securities were issued.	3 June 2024.

REQUIRED INFORMATION	DETAILS
Purpose of the issue, including the intended use of any funds raised by the issue	The Shares were issued pursuant to Listing Rule 7.1 at a nil issue price, in consideration for Obsidian providing the financing facility to the Company.
Summary of material terms of agreement to issue	The Securities were issued under the Convertible Securities and Placement Agreement, a summary of the material terms of which is set out in Schedule 3.
Voting Exclusion Statement	A voting exclusion statement applies to this Resolution.
Compliance	The issue did not breach Listing Rule 7.1.

8. RESOLUTION 6 – APPROVAL OF 7.1A MANDATE

8.1 General

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

Under Listing Rule 7.1A, an Eligible Entity may seek shareholder approval by way of a special resolution passed at its annual general meeting to increase this 15% limit by an extra 10% to 25% (**7.1A Mandate**). The Company is an Eligible Entity.

This Resolution seeks Shareholder approval by way of special resolution for the Company to have the additional 10% placement capacity provided for in Listing Rule 7.1A to issue Equity Securities without Shareholder approval.

8.2 Technical information required by Listing Rule 14.1A

For this Resolution to be passed, at least 75% of votes cast by Shareholders present and eligible to vote at the Meeting must be cast in favour of the Resolution.

If this Resolution is passed, the Company will be able to issue Equity Securities up to the combined 25% limit in Listing Rules 7.1 and 7.1A without any further Shareholder approval.

If this Resolution is not passed, the Company will not be able to access the additional 10% capacity to issue Equity Securities without Shareholder approval under Listing Rule 7.1A and will remain subject to the 15% limit on issuing Equity Securities without Shareholder approval set out in Listing Rule 7.1.

8.3 Technical information required by Listing Rule 7.3A

REQUIRED INFORMATION	DETAILS
Period for which the 7.1A Mandate is valid	The 7.1A Mandate will commence on the date of the Meeting and expire on the first to occur of the following: <ul style="list-style-type: none"> (a) the date that is 12 months after the date of this Meeting; (b) the time and date of the Company's next annual general meeting; and (c) the time and date of approval by Shareholders of any transaction under Listing Rule 11.1.2 (a significant change in the nature or scale of activities) or Listing Rule 11.2 (disposal of the main undertaking).
Minimum price	Any Equity Securities issued under the 7.1A Mandate must be in an existing quoted class of Equity Securities and be issued for cash consideration at a minimum price of 75% of the volume weighted average price of Equity Securities in that class,

REQUIRED INFORMATION	DETAILS																																							
	<p>calculated over the 15 trading days on which trades in that class were recorded immediately before:</p> <p>(a) the date on which the price at which the Equity Securities are to be issued is agreed by the entity and the recipient of the Equity Securities; or</p> <p>(b) if the Equity Securities are not issued within 10 trading days of the date in paragraph (a) above, the date on which the Equity Securities are issued.</p>																																							
Use of funds	<p>The Company intends to use funds raised from issues of Equity Securities under the 7.1A Mandate for commercialisation of the inFocus analytics retail intelligence SaaS platform, expansion of the Frugl market platform and general working capital.</p>																																							
Risk of economic and voting dilution	<p>Any issue of Equity Securities under the 7.1A Mandate will dilute the interests of Shareholders who do not receive any Shares under the issue.</p> <p>If this Resolution is approved by Shareholders and the Company issues the maximum number of Equity Securities available under the 7.1A Mandate, the economic and voting dilution of existing Shares would be as shown in the table below.</p> <p>The table below shows the dilution of existing Shareholders calculated in accordance with the formula outlined in Listing Rule 7.1A.2, on the basis of the closing market price of Shares and the number of Equity Securities on issue or proposed to be issued as at 4 October 2024.</p> <p>The table also shows the voting dilution impact where the number of Shares on issue (Variable A in the formula) changes and the economic dilution where there are changes in the issue price of Shares issued under the 7.1A Mandate.</p> <table border="1" data-bbox="624 1240 1390 1715"> <thead> <tr> <th colspan="2"></th> <th colspan="4">Dilution</th> </tr> <tr> <th colspan="2" rowspan="2">Number of Shares on Issue (Variable A in Listing Rule 7.1A.2)</th> <th rowspan="2">Shares issued – 10% voting dilution</th> <th colspan="3">Issue Price</th> </tr> <tr> <th>\$0.012 50% decrease</th> <th>\$0.023 Issue Price</th> <th>\$0.035 50% increase</th> </tr> <tr> <th colspan="2"></th> <th colspan="4">Funds Raised</th> </tr> </thead> <tbody> <tr> <td>Current</td> <td>114,908,618 Shares</td> <td>11,490,861 Shares</td> <td>\$137,890</td> <td>\$264,289</td> <td>\$402,180</td> </tr> <tr> <td>50% increase</td> <td>172,362,927 Shares</td> <td>17,236,292 Shares</td> <td>\$206,835</td> <td>\$396,434</td> <td>\$603,270</td> </tr> <tr> <td>100% increase</td> <td>229,817,236 Shares</td> <td>22,981,723 Shares</td> <td>\$275,780</td> <td>\$528,579</td> <td>\$804,360</td> </tr> </tbody> </table> <p>*The number of Shares on issue (Variable A in the formula) could increase as a result of the issue of Shares that do not require Shareholder approval (such as under a pro-rata rights issue or scrip issued under a takeover offer) or that are issued with Shareholder approval under Listing Rule 7.1.</p> <p>The table above uses the following assumptions:</p> <ol style="list-style-type: none"> There are currently 114,908,618 Shares on issue comprising: <ol style="list-style-type: none"> 104,908,618 existing Shares as at the date of this Notice; and 10,000,000 Shares which will be issued if Resolution 3 is passed at this Meeting. The issue price set out above is the closing market price of the Shares on the ASX on 4 October 2024 (being \$0.023). 			Dilution				Number of Shares on Issue (Variable A in Listing Rule 7.1A.2)		Shares issued – 10% voting dilution	Issue Price			\$0.012 50% decrease	\$0.023 Issue Price	\$0.035 50% increase			Funds Raised				Current	114,908,618 Shares	11,490,861 Shares	\$137,890	\$264,289	\$402,180	50% increase	172,362,927 Shares	17,236,292 Shares	\$206,835	\$396,434	\$603,270	100% increase	229,817,236 Shares	22,981,723 Shares	\$275,780	\$528,579	\$804,360
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REQUIRED INFORMATION	DETAILS
	<p>3. The Company issues the maximum possible number of Equity Securities under the 7.1A Mandate.</p> <p>4. The Company has not issued any Equity Securities in the 12 months prior to the Meeting that were not issued under an exception in Listing Rule 7.2 or with approval under Listing Rule 7.1.</p> <p>5. The issue of Equity Securities under the 7.1A Mandate consists only of Shares. It is assumed that no Options are exercised into Shares before the date of issue of the Equity Securities. If the issue of Equity Securities includes quoted Options, it is assumed that those quoted Options are exercised into Shares for the purpose of calculating the voting dilution effect on existing Shareholders.</p> <p>6. The calculations above do not show the dilution that any one particular Shareholder will be subject to. All Shareholders should consider the dilution caused to their own shareholding depending on their specific circumstances.</p> <p>7. This table does not set out any dilution pursuant to approvals under Listing Rule 7.1 unless otherwise disclosed.</p> <p>8. The 10% voting dilution reflects the aggregate percentage dilution against the issued share capital at the time of issue. This is why the voting dilution is shown in each example as 10%.</p> <p>9. The table does not show an example of dilution that may be caused to a particular Shareholder by reason of placements under the 7.1A Mandate, based on that Shareholder's holding at the date of the Meeting.</p> <p>Shareholders should note that there is a risk that:</p> <p>(a) the market price for the Company's Shares may be significantly lower on the issue date than on the date of the Meeting; and</p> <p>(b) the Shares may be issued at a price that is at a discount to the market price for those Shares on the date of issue.</p>
<p>Allocation policy under 7.1A Mandate</p>	<p>The recipients of the Equity Securities to be issued under the 7.1A Mandate have not yet been determined. However, the recipients of Equity Securities could consist of current Shareholders or new investors (or both), none of whom will be related parties of the Company.</p> <p>The Company will determine the recipients at the time of the issue under the 7.1A Mandate, having regard to the following factors:</p> <p>(a) the purpose of the issue;</p> <p>(b) alternative methods for raising funds available to the Company at that time, including, but not limited to, an entitlement issue, share purchase plan, placement or other offer where existing Shareholders may participate;</p> <p>(c) the effect of the issue of the Equity Securities on the control of the Company;</p> <p>(d) the circumstances of the Company, including, but not limited to, the financial position and solvency of the Company;</p> <p>(e) prevailing market conditions; and</p> <p>(f) advice from corporate, financial and broking advisers (if applicable).</p>

REQUIRED INFORMATION	DETAILS
Previous approval under Listing Rule 7.1A.2	<p>The Company previously obtained approval from its Shareholders pursuant to Listing Rule 7.1A at its annual general meeting held on 15 November 2023 (Previous Approval).</p> <p>During the 12 month period preceding the date of the Meeting, being on and from 15 November 2023, the Company has not issued any Equity Securities pursuant to the Previous Approval.</p>
Voting exclusion statement	<p>As at the date of this Notice, the Company is not proposing to make an issue of Equity Securities under Listing Rule 7.1A. Accordingly, a voting exclusion statement is not included in this Notice.</p>

9. RESOLUTION 7 – CHANGE OF COMPANY NAME

Section 157(1)(a) of the Corporations Act provides that a company may change its name if the company passes a special resolution adopting a new name.

This Resolution seeks the approval of Shareholders for the Company to change its name to “InFocus Group Holdings Limited”.

The Board proposes this change of name on the basis that it believes the proposed name more accurately reflects the future operations of the Company.

The proposed name has been reserved by the Company with ASIC and if this Resolution is passed, the Company will lodge a copy of the special resolution with ASIC following the Meeting in order to effect the change. If this Resolution is passed the change of name will take effect when ASIC alters the details of the Company's registration.

GLOSSARY

\$ means Australian dollars.

7.1A Mandate has the meaning given in Section 8.1.

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.

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.

Closely Related Party of a member of the Key Management Personnel means:

- (a) a spouse or child of the member;
- (b) a child of the member's spouse;
- (c) a dependent of the member or the member's spouse;
- (d) anyone else who is one of the member's family and may be expected to influence the member, or be influenced by the member, in the member's dealing with the entity;
- (e) a company the member controls; or
- (f) a person prescribed by the Corporations Regulations 2001 (Cth) for the purposes of the definition of 'closely related party' in the Corporations Act.

Company means Frugl Group Limited (ACN 096 870 978).

Constitution means the Company's constitution.

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

Directors means the current directors of the Company.

Eligible Entity means an entity which is not included in the S&P/ASX 300 Index and has a market capitalisation of \$300,000,000 or less.

Equity Securities includes a Share, a right to a Share or Option, an Option, a convertible security and any security that ASX decides to classify as an Equity Security.

Explanatory Statement means the explanatory statement accompanying the Notice.

Key Management Personnel has the same meaning as in the accounting standards issued by the Australian Accounting Standards Board and means those persons having authority and responsibility for planning, directing and controlling the activities of the Company, or if the Company is part of a consolidated entity, of the consolidated entity, directly or indirectly, including any director (whether executive or otherwise) of the Company, or if the Company is part of a consolidated entity, of an entity within the consolidated group.

Listing Rules means the Listing Rules of ASX.

Material Person means a related party of the Company, member of the Key Management Personnel, substantial holder of the Company, adviser of the Company or associate of any of these parties.

Meeting means the meeting convened by the Notice.

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

Option means an option to acquire a Share.

Performance Right means a right to acquire a Share subject to satisfaction of performance milestones.

Proxy Form means the proxy form accompanying the Notice.

Remuneration Report means the remuneration report set out in the Director's report section of the Company's annual financial report for the year ended 30 June 2024.

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.

Security means a Share or Performance Right (as applicable).

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

Shareholder means a registered holder of a Share.

Variable A means "A" as set out in the formula in Listing Rule 7.1A.2.

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

SCHEDULE 1 – TERMS AND CONDITIONS OF ACQUISITION AGREEMENT

A summary of the key terms and conditions of the Acquisition Agreement are set out below.

Consideration	<p>(a) Subject to the terms and conditions of the Acquisition Agreement, the Company agrees to issue to the Prodigy9 Vendors:</p> <ul style="list-style-type: none"> (i) an aggregate of 10,000,000 Shares at a deemed issue price of \$0.08 per Share (Consideration Shares); and (ii) an aggregate of 33,750,000 Performance Rights, (Consideration Securities). <p>(b) The Consideration Securities shall be issued to the Prodigy9 Vendors in their respective proportions.</p> <p>(c) The number of Consideration Securities as calculated shall be rounded up to the nearest whole number, and the number of Consideration Securities to be issued to each Prodigy9 Vendor shall be determined by multiplying the total number of Consideration Securities to be issued by the Shareholder's respective proportion (rounded up to the nearest whole number).</p>
Conditions Precedent	<p>Settlement of the Acquisition (Settlement), will be subject to the satisfaction or waiver of the following conditions precedent:</p> <ul style="list-style-type: none"> (a) Services Agreement: entry by Prodigy9 into the Services Agreement (defined below) with Mr Chakrit on terms satisfactory to the Company; (b) Loan extinguishment: Prodigy9 procuring the cancellation of all existing shareholder loans; (c) Consents and approvals: the parties obtaining, in a form reasonably satisfactory to the Company, all third-party consents or waivers which are, in the opinion of the Company, necessary to complete the Acquisition; and (d) Shareholder approval: the parties obtaining all necessary board, shareholder, regulatory and third-party approvals including those pursuant to the ASX Listing Rules, the <i>Corporations Act</i> and any other law to allow the parties to lawfully complete the matters set out in the Acquisition Agreement, including but not limited to the Company obtaining shareholder approval to the issue of the Consideration Securities, <p>(together the Conditions Precedent).</p>
Satisfaction of Conditions Precedent	<ul style="list-style-type: none"> (a) The Conditions Precedents are for the benefit of the Company and may only be waived by the Company. (b) If the Conditions Precedent are not satisfied (or waived by the party with the benefit of the Condition Precedent) on or before 5.00pm (WST) by 31 December 2024 (or such other date agreed by the parties in writing), or become incapable of being satisfied and are not waived (End Date), then: <ul style="list-style-type: none"> (i) any party may terminate the Acquisition Agreement by notice in writing to the other parties, in which case, the agreement constituted by the Acquisition Agreement will be at an end and the parties will be released from their obligations under the Acquisition Agreement (other than in respect of any breaches that occurred prior to termination and any provisions which expressly continue to exist beyond termination); and (ii) each party must promptly return all documents obtained from another party in connection with the Acquisition and must destroy any copies of or notes relating to, those

	<p>documents (other than as required to be retained for statutory record keeping purposes).</p> <p>(c) Each Party must:</p> <ul style="list-style-type: none"> (i) use reasonable endeavours to obtain the satisfaction of the Conditions Precedent; (ii) keep the other parties informed as to the status of satisfaction of the Conditions Precedent; and (iii) notify the other parties as soon as a Condition Precedent has been satisfied or becomes incapable of being satisfied. <p>(d) The parties will use their best efforts to ensure that the Conditions Precedent are satisfied before the End Date.</p>
<p>Services Agreement</p>	<p>(a) Mr Chakrit agree to remain engaged as Chief Executive Officer of Prodigy9 for a period of at least 2 years from Settlement, pursuant to the terms of a service agreement to be agreed and entered into prior to Settlement (Services Agreement).</p> <p>(b) In consideration for the services provided by Mr Chakrit, the Company will procure that Prodigy9 pays Mr Chakrit the following fees under the Services Agreement:</p> <ul style="list-style-type: none"> (i) 250,000 THB per month for the first 6 months following settlement of the Acquisition (Initial Period) and 200,000 THB per month following completion of the Initial Period; and (ii) 10% of Prodigy9's net profit, as confirmed by the Company's auditors, up to a maximum of THB 150,000 per month, calculated quarterly. <p>(c) Mr Chakrit agrees to enter into a fresh binding agreement with Prodigy9 to reflect the variations to his employment agreement as set out in this clause.</p>
<p>Escrow</p>	<p>(a) In respect of the Consideration Securities to be issued to Mr Chakrit, Mr Chakrit agrees to enter into a voluntary restriction agreement with the Company (Restriction Agreement) pursuant to which the Consideration Securities issued to him will be subject to escrow for a period of 12 months from the date of issue (Escrow Period).</p> <p>(b) In the event that Mr Chakrit remains Chief Executive Officer of Prodigy9 following expiry of the Escrow Period, the Company will issue Mr Chakrit 437,500 Shares at a deemed issue price of \$0.08 per Share (Additional Chatrik Shares).</p> <p>(c) For the avoidance of doubt, if clause (a) below applies, Mr Chakrit forfeits any right to receive the Additional Chatrik Shares.</p>
<p>Buy-Back and Cancellation of Consideration Securities</p>	<p>(a) In the event that Mr Chakrit terminates his employment with Prodigy9 prior to expiry of the Escrow Period, Mr Chakrit agrees that the Company may:</p> <ul style="list-style-type: none"> (i) elect to convene a general meeting of its shareholders to put a resolution to its shareholders for the approval of a selective share buy-back of the Consideration Shares issued to Mr Chakrit (Chakrit Shares) to be bought back and cancelled under Part 2J.1 Division 2 of the Corporations Act for nil consideration (Buy-Back); and (ii) cancel any Performance Rights issued to Mr Chakrit (Chakrit Performance Rights) for nil consideration (Cancellation).

	<p>(b) For the purposes of this clause:</p> <p>(i) Mr Chakrit appoints the Company to be its attorney until the Chakrit Shares are registered in the name of the Company in the event a Selective Share Buy-Back is implemented, and until the Chakrit Performance Rights have been cancelled if the Cancellation is implemented (Power of Attorney Period).</p> <p>(ii) Throughout the Power of Attorney Period, the Company may, in the name of Mr Chakrit, do all things necessary or expedient to:</p> <p>(A) execute a buy-back agreement on usual and customary terms for the transfer of the Chakrit Shares to the Company;</p> <p>(B) execute a cancellation deed on usual and customary terms for the cancellation of the Chakrit Performance Rights;</p> <p>(C) cancel the Chakrit Performance Rights; and</p> <p>(D) transfer the Chakrit Shares to the Company (including but not limited to the completion of an instrument of transfer of the Chakrit Shares to Frugl and execution on behalf of Mr Chakrit).</p> <p>(iii) The power detailed in clause (ii) is the only power conferred during the Power of Attorney Period.</p> <p>(iv) The exercise of any power pursuant to this clause is subject to the Corporations Act, including section 257H.</p> <p>(c) Mr Chakrit agrees to execute all documentation required to give effect to this clause, including documentation required to give effect to the Selective Share Buy-Back and Cancellation (if applicable).</p>
<p>Non-Compete</p>	<p>(a) During the Restricted Period, Mr Chakrit must not engage or be involved in (either directly or indirectly and whether as a partner, joint venturer, financier or shareholder in, or employee of or consultant to, any entity or otherwise) any Protected Business.</p> <p>(b) During the Restricted Period, Mr Chakrit must not approach, (either solely or jointly with any other person and in any capacity whatsoever) any person whom Mr Chakrit is aware is a customer of or client of Prodigy9 at Settlement for the purpose of persuading that person to cease doing business with the Company or reduce the amount of business that the customer or client would normally do with the Company.</p> <p>(c) During the period of 12 months from Settlement, Mr Chakrit must not approach or solicit, any person whom Mr Chakrit is aware is an agent or employee of the Company for the purpose of recruiting that person.</p> <p>(d) Mr Chakrit acknowledges that all the prohibitions and restrictions contained in this clause are reasonable in the circumstances and necessary to protect the goodwill of the Business as at the Settlement Date.</p> <p>In this clause:</p> <p>(a) Business means the business carried on by Prodigy9 at the Settlement Date.</p> <p>(b) Protected Business means any business that:</p> <p>(i) is the same or substantially the same as the Business; or</p>

	<ul style="list-style-type: none"> (ii) competes in the Restricted Area with the Business. <p>(c) Restricted Period means the period from Settlement up to the later of the expiration of:</p> <ul style="list-style-type: none"> (i) 2 years from the Settlement Date (defined below), or if held by a court of competent jurisdiction to be unenforceable; (ii) 1 year from the Settlement Date (defined below), or if held by a court of competent jurisdiction to be unenforceable; and (iii) six months from the Settlement Date (defined below). <p>(d) Restricted Area means:</p> <ul style="list-style-type: none"> (i) Southeast Asia, or if held by a court of competent jurisdiction to be unenforceable; (ii) Thailand, or if held by a court of competent jurisdiction to be unenforceable; or (iii) 760/244 Vilette City Pattanakarn 38 Suan Luang, Bangkok, Thailand 10250. <p>The obligations under this clause contain obligations separate and independent from the other obligations of the Parties and remain in existence for the Restriction Period, regardless of any termination of the Acquisition Agreement.</p>
Settlement	<p>(a) Settlement will occur on that date which is 5 business days after the satisfaction (or waiver) of the Conditions Precedent or such other date as agreed between the Parties acting reasonably (Settlement Date).</p> <p>(b) Prior to Settlement:</p> <ul style="list-style-type: none"> (i) the Prodigy9 Vendors must procure that a directors' meeting of Prodigy9 is held to attend to the following matters (as applicable): <ul style="list-style-type: none"> (A) the approval of the registration of the transfers of the Prodigy9 Shares and the issue of new share certificates for the Prodigy9 Shares in the name of the Company (or its nominee); (B) recording the Company (or its nominee) as the holder of the Prodigy9 Shares in Prodigy9's register of members; (C) taking all other steps required under Prodigy9's constituent documents and applicable laws to constitute and evidence the Company (or its nominee) as the sole holder of the Prodigy9 Shares; and (D) accepting the resignations of the directors and company secretary of Prodigy9 (unless otherwise agreed with the Company) with effect from the Settlement Date; and (E) appointing the directors and company secretary nominated by the Company by written notice before the Settlement Date. <p>(c) At Settlement:</p> <ul style="list-style-type: none"> (i) the Prodigy9 Vendors and Prodigy9 must deliver or cause to be delivered to the Company:

- (A) original share certificates in respect of the Prodigy9 Shares;
 - (B) separate instruments of transfer in registrable form for the Prodigy9 Shares in favour of the Company (or its nominee) (as transferee) which have been duly executed by each Shareholder (as transferors) in relation to its Respective Proportion of Prodigy9 Shares;
 - (C) a duly completed authority for the alteration of the signatories of each bank account of Prodigy9 in the same manner required by the Company by written notice before the Settlement Date;
 - (D) the corporate, legal, technical and financial records for Prodigy9, including all original and certified copies of the books, records, documents, information, accounts and data (whether machine readable or in printed form) owned by or relating to Prodigy9 (**Business Records**);
 - (E) the written resignations of the directors and company secretary (unless otherwise agreed with the Company) with effect from the Settlement Date confirming that they have no claim for loss of office or otherwise against Prodigy9; and
- (ii) Mr Chakrit shall deliver or cause to be delivered to the Company:
- (A) a signed counterpart to the Service Agreement; and
 - (B) a signed counterpart to the Restriction Agreement relating to the Consideration Securities issued to him.
- (ii) the Company must:
- (A) allot and issue the Consideration Securities to the Shareholders (or their nominees) in their Respective Proportions and deliver holding statements to the Shareholders (or their nominees) for those Consideration Securities;
 - (B) immediately following issue of the Consideration Securities:
 - I. lodge a cleansing notice in accordance with section 708(5)(e) of the Corporations Act and an Appendix 2A for the Consideration Shares; and
 - II. lodge an Appendix 3G for the Performance Rights,
 with the ASX Limited (**ASX**);
 - (C) execute and deliver a signed counterpart of each share transfer form delivered by the Shareholders under clause (B);
 - (D) give to the Shareholders the proposed changes to the signatories of any bank account maintained by Prodigy9, together with specimen signatures of new signatories;

	<p>(E) notify the Thailand Department of Business Development of the changes to Prodigy9's register of members and the new registered office of Prodigy9;</p> <p>(F) deliver executed consents to act by the incoming directors and secretary of Prodigy9; and</p> <p>(G) deliver or cause to be delivered to Mr Chakrit a signed counterpart to the Service Agreement and a signed counterpart of the Restriction Agreement.</p> <p>(d) The obligations in this clause are interdependent and all actions required to be performed are taken to have occurred simultaneously at Settlement.</p> <p>(e) Settlement does not occur until all of the obligations under this clause are complied with.</p> <p>(f) If a party fails to comply with its obligations (and compliance with such obligation is not waived by the Party for whose benefit the obligation is included) and the Parties do not complete the Acquisition, then each Party must return to the other all documents delivered to it under this clause and do everything reasonably required by the other Parties to reverse any action taken under this clause.</p> <p>(g) Each of the Shareholders (or their nominee/s) agrees, subject to Settlement occurring, to be bound by the constitution of Frugl on and from the date of the issue of the Consideration Securities.</p> <p>(h) Title to and risk in the Prodigy9 Shares passes to Frugl at Settlement.</p>
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SCHEDULE 2 – TERMS AND CONDITIONS OF PERFORMANCE RIGHTS

The following is a summary of the key terms and conditions of the Performance Rights:

(a) **Vesting Conditions**

The Performance Rights shall vest as follows:

- (i) **Tranche A Performance Rights:** 7,500,000 Performance Rights will vest upon Prodigy9 achieving a minimum of THB 30,000,000 in audited revenue in any of FY25, FY26 and FY27;
- (ii) **Tranche B Performance Rights:** 12,500,000 Performance Rights will vest upon Prodigy9 achieving a minimum of THB 50,000,000 in audited revenue in any of FY25, FY26 and FY27; and
- (iii) **Tranche C Performance Rights:** 13,750,000 Performance Rights will vest upon Prodigy9 achieving a minimum of THB 25,000,000 in audited net profit in any of FY25, FY26 and FY27,

(each, a **Vesting Condition**).

All calculations for the purposes of satisfying the Vesting Conditions will be based on the relevant accounting standards and will exclude:

- (i) one off or extraordinary revenue items;
- (ii) revenue received in the form of government grants, allowances, rebates or other hand-outs; and
- (iii) revenue or profit that has been "manufactured" to achieve the relevant Vesting Condition.

FY means the financial year of Prodigy9 ended 30 June.

(b) **Notification to holder**

The Company shall notify the holder in writing when the relevant Vesting Condition has been satisfied.

(c) **Conversion**

Subject to paragraph (o), upon vesting, each Performance Right will, at the election of the holder, convert into one Share.

(d) **Expiry Date**

Each Performance Right shall otherwise expire on or before 31 December 2027 (**Expiry Date**). If the relevant Vesting Condition attached to the Performance Right has been achieved by the Expiry Date, all unconverted Performance Rights of the relevant tranche will automatically lapse at that time.

(e) **Consideration**

The Performance Rights will be issued for nil consideration and no consideration will be payable upon the conversion of the Performance Rights into Shares.

(f) **Share ranking**

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

(g) **Application to ASX**

The Performance Rights will not be quoted on ASX. The Company must apply for the official quotation of a Share issued on conversion of a Performance Right on ASX within the time period required by the ASX Listing Rules.

(h) **Timing of issue of Shares on conversion**

Within 5 business days after the date that the Performance Rights are converted, the Company will:

- (i) issue the number of Shares required under these terms and conditions in respect of the number of Performance Rights converted;
- (ii) 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
- (iii) if admitted to the Official List of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the conversion of the Performance Rights.

If a notice delivered under paragraph (h)(ii) 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.

(i) **Transfer of Performance Rights**

The Performance Rights are not transferable.

(j) **Participation in new issues**

A Performance Right does not entitle a holder (in their capacity as a holder of a Performance Right) to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues without exercising the Performance Right.

(k) **Reorganisation of capital**

If at any time the issued capital of the Company is reorganised (including consolidation, subdivision, reduction or return), all rights of a holder will be changed in a manner consistent with the applicable ASX Listing Rules and the Corporations Act at the time of reorganisation.

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

If the Company makes a bonus issue of Shares or other securities to the Company's existing shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) the number of Shares or other securities which must be issued on the conversion of a Performance Right will be increased by the number of Shares or other securities which the holder would have received if the holder had converted the Performance Right before the record date for the bonus issue.

(m) **Dividend and voting rights**

The Performance Rights do not confer on the holder an entitlement to vote (except as otherwise required by law) or receive dividends.

(n) **Deferral of conversion if resulting in a prohibited acquisition of Shares**

If the conversion of a Performance Right under paragraphs (c) or (n) would result in any person being in contravention of section 606(1) of the *Corporations Act 2001 (Cth)* (**General Prohibition**) then the conversion of that Performance Right shall be deferred until such later time or times that the conversion would not result in a contravention of the General Prohibition. In assessing whether a conversion of a Performance Right would result in a contravention of the General Prohibition:

- (i) holders may give written notification to the Company if they consider that the conversion of a Performance Right may result in the contravention of the General Prohibition. The absence of such written notification from the holder will entitle the Company to assume the conversion of a Performance Right will not result in any person being in contravention of the General Prohibition; and

(ii) the Company may (but is not obliged to) by written notice to a holder request a holder to provide the written notice referred to in paragraph (o)(i) within 7 days if the Company considers that the conversion of a Performance Right may result in a contravention of the General Prohibition. The absence of such written notification from the holder will entitle the Company to assume the conversion of a Performance Right will not result in any person being in contravention of the General Prohibition.

(o) **No rights to return of capital**

A Performance Right does not entitle the holder to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.

(p) **Rights on winding up**

A Performance Right does not entitle the holder to participate in the surplus profits or assets of the Company upon winding up.

(q) **ASX Listing Rule compliance**

The Board reserves the right to amend any term of the Performance Rights to ensure compliance with the ASX Listing Rules.

(r) **No other rights**

A Performance Right gives the holder no rights other than those expressly provided by these terms and conditions and those provided at law where such rights at law cannot be excluded by these terms.

SCHEDULE 3 – TERMS AND CONDITIONS OF CONVERTIBLE SECURITIES AND PLACEMENT AGREEMENT

A summary of the key terms and conditions of the Convertible Securities and Placement Agreement are set out below.

Face Value	US\$1.12 per Convertible Note.
Maturity Date	18 months from the date of issue.
Issue of Shares	<p>(a) In consideration for initial drawdown of \$900,000. The Company agreed to issue Obsidian:</p> <ul style="list-style-type: none"> (i) 397,990 facility fee Shares; and (ii) 5,000,000 placement Shares (Placement Shares). <p>(b) If Obsidian converts the Convertible Notes into Shares, Obsidian may in its sole discretion apply the Placement Shares to offset the new Shares that would be required to be issued on such conversion.</p> <p>(c) If any Placement Shares remain outstanding following full repayment of the Convertible Notes and termination of the Convertible Securities and Placement Agreement, Obsidian must either (at its election):</p> <ul style="list-style-type: none"> (i) pay the Company an amount per Placement Share equal to 90% of the average of the lowest 5 daily volume weighted average price (VWAP) during the 20 trading days immediately prior to the date upon which Obsidian makes the payment; or (ii) sell the Placement Shares on market and pay the Company 95% of the net sale proceeds.
Fixed Conversion Price	\$0.15 for the Convertible Notes issued on the initial drawdown.
Variable Conversion Price	<p>The lower of:</p> <ul style="list-style-type: none"> (a) 90% of the average of the lowest 5 daily VWAP during the 20 trading days prior to the date of the conversion notice; and (b) the Fixed Conversion Price.
Limitations on Conversions at Variable Conversion Price	<p>Obsidian may only give conversion notices specifying that a conversion is to occur at the Variable Conversion Price when all of the following are satisfied:</p> <ul style="list-style-type: none"> (a) any 20-day VWAP subsequent to the relevant issue date of the Convertible Notes is less than the Fixed Conversion Price of the relevant tranche of Convertible Notes to be converted; (b) the conversion notice date is after the day which is 90 days after the initial issue of the relevant Convertible Notes to be converted; and (c) there have been at least 19 clear trading days after Obsidian last gave a conversion notice specifying that a conversion is to occur at the Variable Conversion Price in respect to the Convertible Notes issued at a particular tranche (unless the Company agrees otherwise).
Redemption Amount	110% of the amount outstanding (being the Face Value plus any other amounts payable by the Company to Obsidian) in respect of the Convertible Notes (Redemption Amount).

<p>Early Redemption on raise</p>	<p>(a) Obsidian may at any time, subsequent to entry into the Convertible Securities and Placement Agreement:</p> <p>(b) where the Company raises funds in aggregate of less than \$2,500,000 from any source (other than from Obsidian), require the Company to apply up to 20% of the proceeds of the funds raised (from the first \$2,500,000 raised); and</p> <p>(c) where the Company raises funds in aggregate of more than \$2,500,000 from any source (other than from Obsidian), require the Company to apply up to 50% of the proceeds of the funds raised (from the funds raised in excess of \$2,500,000),</p> <p>to the redemption of outstanding Convertible Notes at the Redemption Amount.</p>
<p>Conversion</p>	<p>(a) While there is an amount outstanding (being the Face Value plus any other amounts payable by the Company to Obsidian) (Amount Outstanding), the Convertible Notes may be converted by Obsidian at any time before the Maturity Date by providing a conversion notice.</p> <p>(b) Each conversion notice must specify details including how many Convertible Notes Obsidian elects to convert, whether Obsidian is electing to convert the Notes at the Fixed Conversion Price, the Variable Conversion Price or the Conversion Price in the Event of Default, and the number of Shares that the Company must issue to Obsidian in respect of the conversion.</p> <p>(c) Shares will not be issued on conversion of any Convertible Notes if such conversion would cause any person to hold a relevant interest in more than 20% of the Shares on issue.</p>
<p>Tranche 2 Convertible Notes</p>	<p>The following must be compiled with prior to issue of the second tranche of Convertible Notes (Tranche 2 Convertible Notes):</p> <p>(a) the Tranche 2 Notes are issued no more than 9 months after the date of execution of the Convertible Securities and Placement Agreement (Execution Date);</p> <p>(b) at the time of issue of the Tranche 2 Notes:</p> <p>(i) the Company's market capitalisation (as reported by IRESS) is at least \$10,000,000; and</p> <p>(ii) the average daily trading volume of the Shares (as reported by IRESS) over the 20 trading days immediately prior to the relevant date is at least \$12,000.</p>
<p>Tranche 3 Convertible Notes</p>	<p>The following must be compiled with prior to issue of the third tranche of Convertible Notes (Tranche 3 Convertible Notes):</p> <p>(a) the Tranche 3 Convertible Notes are issued no more than 9 months after the Execution Date; (b)</p> <p>(b) the Company has obtained Shareholder approval to issue the Tranche 3 Convertible Notes;</p> <p>(c) the following are satisfied immediately prior to the issue of the Tranche 3 Convertible Notes:</p> <p>(i) the Amount Outstanding immediately after the issue of the Tranche 3 Convertible Notes will not exceed 15% of the Company's market capitalisation (as reported by IRESS) immediately prior to the issue of the Tranche 3 Convertible Notes;</p> <p>(ii) the average daily trading volume of the Shares (as reported by IRESS) over the 20 trading days immediately</p>

	<p>prior to the issue of the Tranche 3 Convertible Notes must be at least \$40,000; and</p> <p>(iii) the Company's quarterly revenue figure for any quarter end is at least \$500,000.</p>
<p>Event of default</p>	<p>An event of default occurs upon:</p> <ul style="list-style-type: none"> (a) failure to pay an amount owed to Obsidian; (b) a material breach or failure to comply with any material obligation under the transaction documents (subsisting for 10 business days following notice to rectify such breach or failure); (c) the occurrence of a material adverse effect; or (d) the occurrence of a change of control in respect of the Company. <p>If an event of default occurs, interest shall be payable on the Convertible Notes at a rate of 15% per annum, which interest shall accrue daily and shall be compounded monthly, from the date of the event of default until the Company discharges the Amount Outstanding in full or the event of default is no longer subsisting.</p>

Your proxy voting instruction must be received by **01.00pm (AWST) on Wednesday, 06 November 2024**, 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

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.

STEP 1 – APPOINT A PROXY

If you wish to appoint someone other than the Chair 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 Chair of the Meeting will be appointed as your proxy by default.

DEFAULT TO THE CHAIR OF THE MEETING

Any directed proxies that are not voted on a poll at the Meeting will default to the Chair of the Meeting, who is required to vote these proxies as directed. Any undirected proxies that default to the Chair 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 Key Management Personnel.

STEP 2 - VOTES ON ITEMS OF BUSINESS

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

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

Joint holding: Where the holding is in more than one name, all 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>.

Lodging your Proxy Voting Form:

Online

Use your computer or smartphone to appoint a proxy at <https://investor.automic.com.au/#/loginsah> or scan the QR code below using your smartphone

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



BY MAIL:

Automic
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IN PERSON:

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Sydney NSW 2000

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BY FACSIMILE:

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All enquiries to Automic:

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