

Invitation to and Notice of 2022 Annual General Meeting And Explanatory Notes



The Annual General Meeting (AGM) of Healthia Limited ACN 626 087 223 (the Company) will be held at:

Time: 11:00am (Brisbane Time)

Date: Tuesday 29 November 2022

Location: Hybrid meeting held at the offices of Clayton Utz, Level 28, 71 Eagle Street, Brisbane, Queensland and through the AGM Live online platform at <https://meetings.linkgroup.com/HLA22>

If you are unable to attend the AGM, we encourage you to complete and return the enclosed Proxy Form by no later than **11:00am (Brisbane time) on Sunday, 27 November 2022**

Information to assist Shareholders to complete the Proxy Form and details of where to send the completed Proxy Form can be found on page 7 of the notice under the heading "Appointment of Proxies"

The accompanying Explanatory Notes which start on page 9 provide information about the items of business, voting, a summary of important information and Defined Terms and form part of this Notice and should be read in conjunction with it.

The Directors recommend that Shareholders read the Notice of Meeting and the Explanatory Notes in full before making a decision in relation to the Resolutions.

Healthia Limited | NOTICE OF 2022 ANNUAL GENERAL MEETING

11:00AM (BRISBANE TIME)

29 NOVEMBER 2022

Dear Shareholder,

The Company's 2022 Annual General Meeting (AGM) will be held at **11:00am (Brisbane time) on Tuesday 29 November 2022**.

This year we will be holding a hybrid meeting. This means shareholders will be able to attend, vote and ask questions:

- in person at the offices of Clayton Utz, Level 28, 71 Eagle Street, Brisbane; or
- virtually via an online platform (<https://meetings.linkgroup.com/HLA22>) which will include the facility for Shareholders to ask questions and vote in real time at the meeting.

By participating in the AGM virtually, you will be able to:

- watch and listen to the presentations and discussions during the meeting;
- vote on the resolutions to be considered at the AGM; and
- ask questions of the Board during the meeting via the online platform or via telephone. To ask a question via telephone, Shareholders will need to contact Link Market Services on 1800 990 363 or +1800 990 363 prior to the meeting to obtain a personalised PIN number. See the Virtual Meeting Online Guide for further information.

The Directors of Healthia encourage Shareholders to attend and participate in the meeting via the online platform. Whilst Shareholders will be able to vote online during the meeting, Shareholders are encouraged to lodge a proxy ahead of the meeting, even if they are participating online. However, if you do actually attend the meeting via the online platform, you will be taken to be present at the meeting and will have to vote through that platform even though you have appointed a proxy.

If you are unable to attend, or intend to listen to the live webcast, please lodge your proxy online at <https://investorcentre.linkgroup.com> or otherwise in accordance with the instructions in this Notice of Meeting.

As always, we invite Shareholders to submit questions in advance of the meeting. Questions may be submitted by completing an online Shareholder question form on Healthia's website at www.healthia.com or submitting an online question when voting online at <https://investorcentre.linkgroup.com>.

This Notice of Meeting (which includes the agenda, Voting Notes and Explanatory Notes) details the formal business to be dealt with at the AGM.

Briefly, this will be to:

Ordinary Business

- receive and consider the Financial Report, Directors' Report and Auditor's Report of the Company for the financial year ended 30 June 2022;
- re-elect four Directors;

Remuneration matters

- adopt the 2022 Remuneration Report;

- refresh the approval of the Performance Rights Plan;
- approve grants of 2023 Performance Rights and Retention Performance Rights to Executive Directors under the Performance Rights Plan for the purposes of Listing Rule 10.14;

Constitution

- renew the proportional takeover provisions in the Constitution; and
- approve amendments to the Constitution.

How to participate in the AGM online

Shareholders can participate in the AGM and listen to the webcast online using one of the following methods:

Enter <https://meetings.linkgroup.com/HLA22> into a web browser on your computer or online device:

- Shareholders will need their Shareholder Reference Number (SRN) or Holder Identification Number (HIN); and
- Proxyholders will need their proxy code which Link Market Services will provide via email no later than 48 hours prior to the Meeting.

Further information on how to participate virtually is set out in this Notice and the Virtual Meeting Online Guide at www.healthia.com.

If you are planning to listen to the live webcast only, we encourage you to submit a proxy and any questions ahead of the meeting.

How to submit your vote in advance of the meeting

Proxies must be received by **11:00am (Brisbane Time) on Sunday, 27 November 2022** to be valid for the meeting.

Instructions on how to appoint a proxy are on the online voting website, <https://investorcentre.linkgroup.com>.

Your proxy may be appointed in a variety of ways described on page 7 of the Notice of Meeting under 'Appointment of Proxies'.

Please see Healthia's website www.healthia.com.au for the following documents:

- a link from the page to our share registry to register your e-mail address in order to receive all Shareholder information electronically and to obtain standard Shareholder forms, including a direct dividend advice, a change of address advice and a request to consolidate holdings;
- Healthia's 2022 Annual Report, Healthia's Corporate Governance Statement and Notice of Meeting 2022; and
- Copies of news releases and financial presentations.

Given the current environment in which circumstances may change quickly and without notice, we encourage all shareholders to plan to vote by proxy and participate in the meeting using our online platform rather than attending in person.

Limited Audience

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Shareholders are encouraged to check Healthia's website at www.Healthia.com.au and the ASX for any updates in relation to the AGM.

We look forward to engaging with Shareholders in this hybrid format, and thank you for your support as a Shareholder.

Yours sincerely



Dr Glen Richards
Chairperson
Healthia Limited
28 October 2022

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ORDINARY BUSINESS

FINANCIAL AND OTHER REPORTS

To receive and consider the Company's 2022 Annual Report comprising the Financial Report, Directors' Report and Auditor's Report for the Company and its controlled entities for the financial year ended 30 June 2022.

Note: There is no requirement for Shareholders to approve these reports.

RESOLUTION 1

RE- ELECTION OF DIRECTOR - Paul Wilson

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

"That Mr Paul Wilson, who retires as a Director in accordance with the Company's Constitution and, being eligible, be re-elected as a Director of the Company".

RESOLUTION 2

RE- ELECTION OF DIRECTOR - Darren Stewart

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

"That Mr Darren Stewart, who retires as a Director in accordance with the Company's Constitution and, being eligible, be re-elected as a Director of the Company".

RESOLUTION 3

RE- ELECTION OF DIRECTOR - Colin Kangisser

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

"That Mr Colin Kangisser, who retires as a Director in accordance with the Company's Constitution and, being eligible, be re-elected as a Director of the Company".

RESOLUTION 4

RE- ELECTION OF DIRECTOR - Lisa Roach

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

"That Ms Lisa Roach, who retires as a Director in accordance with the Company's Constitution and, being eligible, be re-elected as a Director of the Company".

REMUNERATION MATTERS

RESOLUTION 5

ADOPTION OF REMUNERATION REPORT

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

"That the Remuneration Report for the year ended 30 June 2022 be adopted."

Note: this resolution is:

- a) advisory only and does not bind the Directors or the Company; and

- b) subject to voting exclusions as set out in the Explanatory Notes for the resolution.

RESOLUTION 6

APPROVAL OF PERFORMANCE RIGHTS PLAN

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

"That for the purposes of being approved as an exception from Listing Rule 7.1 pursuant to Listing Rule 7.2, Exception 13, and for all other purposes, approval is given for the issue of equity securities pursuant to the Company's Performance Rights Plan, the terms of which are summarised in the Explanatory Notes."

Note: A voting exclusion statement applies to Resolution 6.

Further details of this exclusion are set out in the Explanatory Notes.

RESOLUTION 7

APPROVAL OF A GRANT OF 2023 PERFORMANCE RIGHTS TO MANAGING DIRECTOR UNDER THE PERFORMANCE RIGHTS PLAN - WESLEY COOTE

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

"That for the purpose of Listing Rule 10.14 and for all other purposes, Shareholder approval is given for the grant of 667,500 2023 Performance Rights under the Performance Rights Plan to Wesley Coote, Managing Director, and the issue of Shares pursuant to those 2023 Performance Rights, subject to Vesting and Service Conditions as set out in the Explanatory Notes."

Note: A voting exclusion statement applies to Resolution 7.

Further details of this exclusion are set out in the Explanatory Notes for the Resolution.

RESOLUTION 8

APPROVAL OF A GRANT OF RETENTION PERFORMANCE RIGHTS TO MANAGING DIRECTOR UNDER THE PERFORMANCE RIGHTS PLAN - WESLEY COOTE

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

"That for the purpose of Listing Rule 10.14 and for all other purposes, Shareholder approval is given for the grant of 222,500 Retention Performance Rights under the Performance Rights Plan to Wesley Coote, Managing Director, and the issue of Shares pursuant to those Retention Performance Rights, subject to Vesting and Service Conditions as set out in the Explanatory Notes."

Note: A voting exclusion statement applies to Resolution 8.

Further details of this exclusion are set out in the Explanatory Notes for the Resolution.

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RESOLUTION 9

APPROVAL OF A GRANT OF 2023 PERFORMANCE RIGHTS TO EXECUTIVE DIRECTOR UNDER THE PERFORMANCE RIGHTS PLAN – COLIN KANGISSER

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

“That for the purpose of Listing Rule 10.14 and for all other purposes, Shareholder approval is given for the grant of 245,625 2023 Performance Rights under the Performance Rights Plan to Colin Kangisser, Executive Director and Chief Executive Officer, Eyes & Ears division, and the issue of Shares pursuant to those 2023 Performance Rights, and subject to Vesting and Service Conditions as set out in the Explanatory Notes.”

Note: A voting exclusion statement applies to Resolution 9. Further details of this exclusion are set out in the Explanatory Notes for the Resolution.

RESOLUTION 10

APPROVAL OF A GRANT OF RETENTION PERFORMANCE RIGHTS TO EXECUTIVE DIRECTOR UNDER THE PERFORMANCE RIGHTS PLAN – COLIN KANGISSER

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

“That for the purpose of Listing Rule 10.14 and for all other purposes, Shareholder approval is given for the grant of 115,643 Retention Performance Rights under the Performance Rights Plan to Colin Kangisser, Executive Director and Chief Executive Officer, Eyes & Ears division, and the issue of Shares pursuant to those Retention Performance Rights, and subject to Vesting and Service Conditions as set out in the Explanatory Notes.”

Note: A voting exclusion statement applies to Resolution 10. Further details of this exclusion are set out in the Explanatory Notes for the Resolution.

RESOLUTION 11

APPROVAL OF A GRANT OF 2023 PERFORMANCE RIGHTS TO EXECUTIVE DIRECTOR UNDER THE PERFORMANCE RIGHTS PLAN – LISA ROACH

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

“That for the purpose of Listing Rule 10.14 and for all other purposes, Shareholder approval is given for the grant of 201,469 2023 Performance Rights under the Performance Rights Plan to Lisa Roach, Executive Director and Chief People and Operations Officer, Bodies & Minds and Feet & Ankles divisions, and the issue of Shares pursuant to those 2023 Performance Rights, and subject to Vesting and Service Conditions as set out in the Explanatory Notes.”

Note: A voting exclusion statement applies to Resolution 11. Further details of this exclusion are set out in the Explanatory Notes for the Resolution.

RESOLUTION 12

APPROVAL OF A GRANT OF RETENTION PERFORMANCE RIGHTS TO EXECUTIVE DIRECTOR UNDER THE PERFORMANCE RIGHTS PLAN – LISA ROACH

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

“That for the purpose of Listing Rule 10.14 and for all other purposes, Shareholder approval is given for the grant of 94,853 Retention Performance Rights under the Performance Rights Plan to Lisa Roach, Executive Director and Chief People and Operations Officer, Bodies & Minds and Feet & Ankles divisions, and the issue of Shares pursuant to those Retention Performance Rights, and subject to Vesting and Service Conditions as set out in the Explanatory Notes.”

Note: A voting exclusion statement applies to Resolution 12. Further details of this exclusion are set out in the Explanatory Notes for the Resolution.

CONSTITUTION MATTERS

RESOLUTION 13

RENEWAL OF PROPORTIONAL TAKEOVER PROVISIONS IN CONSTITUTION

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

“That the proportional takeover provisions in the form of current Articles 79 and 80 of the Constitution be re-inserted for a further period of three years, with effect from the date of approval.”

RESOLUTION 14

APPROVAL OF AMENDMENTS TO CONSTITUTION

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

“That the Constitution of the Company be modified as set out in Annexure A attached to this Notice of Meeting, with effect from the end of the Meeting.”

OTHER BUSINESS

To consider any other business as may be lawfully put forward in accordance with the Constitution of the Company.

By Order of the Board



Julia Murfitt
Company Secretary
28 October 2022

Healthia Limited | NOTICE OF 2022 ANNUAL GENERAL MEETING

11:00AM (BRISBANE TIME)

29 NOVEMBER 2022

Voting Notes and Explanatory Notes accompany and form part of this Notice of Meeting. Shareholders should read these documents in full.

VOTING NOTES

Voting Exclusion Statements

In accordance with the Listing Rules and the Corporations Act, the Company will disregard any votes cast on each Resolution (as applicable) by certain persons identified as being excluded from voting on that Resolution. Applicable voting exclusion statements are set out in the Explanatory Notes.

Please refer to the 'Important information on appointing a Proxy for Resolutions 5, 6, 7, 8, 9, 10, 11 and 12' below for important information if you are appointing a proxy for these items.

Eligibility to Vote and Attend the Meeting

For the purpose of the AGM and voting at the AGM, the Board has determined that a person's entitlement to vote at the AGM will be determined as those persons who are registered holders of shares in the Company as at 11.00am (Brisbane time) **Sunday, 27 November 2022**.

Accordingly, persons who become Shareholders after this time will be disregarded in determining a Shareholder's entitlement to attend and vote at the Meeting.

How to Participate and Vote at the Meeting Online

Shareholders can submit questions in relation to the business of the meeting, and vote on the Resolutions in real time during the meeting via the Virtual AGM online platform

<https://meetings.linkgroup.com/HLA22>

Shareholders participating in the meeting using the Virtual AGM platform will be able to vote between the commencement of the meeting and the closure of voting as announced by the Chair during the meeting.

By participating in the meeting online you will be able to:

- hear and view meeting slides;
- submit online questions at the appropriate time whilst the meeting is in progress;
- ask questions verbally; and
- vote during the meeting.

Instructions on how to log on and how to ask questions during the meeting are outlined below and available on Healthia's website at www.healthia.com.

Please note, only Shareholders may ask questions online and verbally and only once they have been verified. It may not be possible to respond to all questions raised during the meeting. Shareholders are therefore encouraged to lodge questions prior to the AGM, as outlined on page 2.

To ask a question via telephone, Shareholders will need to contact Link Market Services on 1800 990 363 or +1800 990 363 prior to the meeting to obtain a personalised PIN number. Please refer to the Virtual Meeting Online Guide for further information.

If you choose to participate in the meeting online, registration will

open at **10:30am (Brisbane time) on Tuesday, 29 November 2022**.

To participate in Healthia's AGM online, you can log in to the meeting in the following ways:

Enter <https://meetings.linkgroup.com/HLA22> into a web browser on your computer or online device:

- Shareholders will need their Shareholder Reference Number (SRN) or Holder Identification Number (HIN); and
- Proxy holders will need their proxy code which Link Market Services will provide via email no later than 48 hours prior to the Meeting.

Further information on how to participate virtually is set out in this Notice and the Virtual Meeting Online Guide at www.healthia.com.

Further information regarding participating in the AGM online, including browser requirements, is detailed in the Virtual Meeting Online Guide available on Healthia's website:

www.healthia.com.au

Webcast

You can also view a live webcast of the meeting on:

<https://meetings.linkgroup.com/HLA22>

Poll

Voting on each of the proposed Resolutions set out in this Notice of Meeting will be conducted by poll.

The Chair intends to call a poll on each of those Resolutions.

The results of the voting on Resolutions requiring a Shareholder vote at the meeting will be announced to the ASX promptly after the meeting.

Technical difficulties

Technical difficulties may arise during the course of the AGM. The Chair has discretion as to whether and how the meeting should proceed in the event that a technical difficulty arises. In exercising his discretion, the Chair will have regard to the number of Shareholders impacted and the extent to which participation in the business of the meeting is affected.

Where he considers it appropriate, the Chair may continue to hold the meeting and transact business, including conducting a poll and voting in accordance with valid proxy instructions.

For this reason, Shareholders are encouraged to lodge a proxy by **11.00am (Brisbane time) on Sunday, 27 November 2022** even if you plan to attend online. However, if you do actually attend the meeting via the online platform, you will be taken to be present at the meeting and will have to vote through that platform even though you have appointed a proxy.

Voting by Proxy

If you wish to vote by proxy, your proxy form must be received by the Company no later than **11.00am (Brisbane time) on Sunday, 27 November 2022**. Any proxy form received after that time will not be valid for the scheduled Meeting. Proxy forms can be lodged:

By Mail: Healthia Limited

Limited Audience

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29 NOVEMBER 2022

C/- Link Market Services Limited
Locked Bag A14
Sydney South NSW 1235

By Hand: delivering it to Link Market Services Limited, Parramatta Square, Level 22, Tower 6, 10 Darcy Street, Parramatta NSW 2150

By Fax: +61 2 9287 0309

Lodging it online at Link Market Services website
<https://investorcentre.linkgroup.com> and logging in using the SRN/HIN found on the front of your Holding Statement.

Note: You will be taken to have signed your proxy form if you lodge it in accordance with the instructions on the website during Monday to Friday, 9:00am–5:00pm (Sydney time).

Appointment of Proxies

- A Shareholder may appoint a body corporate or an individual as its proxy;
- A proxy need not be a Shareholder;
- A body corporate appointed as a Shareholder's proxy may appoint an individual as its corporate representative to exercise any of the powers that the body may exercise as the Shareholder's proxy; and
- Shareholders 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, but where the proportion or number is not specified, each proxy may exercise half of the votes.

If a Shareholder appoints a body corporate as its proxy and the body corporate wishes to appoint an individual as its representative, a certificate of the appointment of corporate representative should be completed and lodged in the manner specified below.

If proxy holders vote on a poll, they must vote all directed proxies as directed. Any directed proxies which are not voted on a poll will automatically default to the person chairing the Meeting, who must vote the proxies as directed.

If you appoint a proxy, we encourage you to direct your proxy how to vote on each item by marking the appropriate boxes on the Proxy Form.

Shareholders are encouraged to notify an appointed proxy of their appointment to enable them to participate in the meeting online and to exercise your voting instructions.

Appointed proxies will need to contact Healthia's share registry, Link Market Services on:

Phone: 1300 554 474 (within Australia)
Phone: +61 1300 554 474 (outside Australia)
Fax: +61 2 9287 0309 (within Australia)

to obtain a proxy number to vote online. Further details are available in the online meeting guide available at www.healthia.com.au.

If you do not specify a proxy in your completed proxy form or if the person you appoint does not participate in the AGM, the Chair of

the meeting will be taken to be your proxy by default. In accordance with the Corporations Act, any directed proxies that are not voted as directed on a poll at the meeting will automatically default to the Chair of the meeting, who is required to vote proxies as directed.

Proxy forms must be lodged by 11:00am (Brisbane time) on **Sunday, 27 November 2022**.

The **enclosed** Proxy Form provides further details on appointing proxies and lodging proxy forms.

If you appoint the Chair of the Meeting as your proxy but you do not direct the Chair how to, you will be authorising the Chair to cast your vote on all the Resolutions.

The Chair intends to vote all undirected proxies in favour of all Resolutions. If there is a change in the way the Chair intends to vote, the Company will make an announcement to ASX.

Important Information on appointing a Proxy for Resolutions 5, 6, 7, 8, 9, 10, 11 and 12

The Corporations Act places certain restrictions on the ability of Key Management Personnel and their CRP to vote on Resolutions 5, 6, 7, 8, 9, 10, 11 and 12, including where they are voting as proxy for another Shareholder.

If you appoint any member of Key Management Personnel (other than the Chair) or their CRP as your proxy, they will not be able to vote your proxy on Resolution 5 (Remuneration Report), Resolution 6 (Approval of Performance Rights Plan), Resolution 7 (Grant of 2023 Performance Rights to Managing Director), Resolution 8 (Grant of Retention Performance Rights to Managing Director), Resolution 9 (Grant of 2023 Performance Rights to Executive Director), Resolution 10 (Grant of Retention Performance Rights to Executive Director), Resolution 11 (Grant of 2023 Performance Rights to Executive Director) or Resolution 12 (Grant of Retention Performance Rights to Executive Director) unless you have directed them how to vote.

To ensure that your votes are counted, you are encouraged to direct your proxy as to how to vote on Resolutions 5, 6, 7, 8, 9, 10, 11 and 12 by indicating your preference by completing any of the 'For', 'Against' or 'Abstain' boxes on the proxy form.

Corporate representatives

Any:

- a) corporate Shareholder; or
- b) corporate proxy appointed by a Shareholder,

that has appointed an individual to act as its corporate representative at the AGM should provide that person with a certificate or letter executed in accordance with the Corporations Act authorising him or her to act as that company's representative.

The authority may be sent to the Company or its share registry, Link Market Services, in advance of the AGM.

An Appointment of Corporate Representative form is available by contacting the Company's share registry:

Link Market Services
Phone: 1300 554 474 (within Australia)
Phone: +61 1300 554 474 (outside Australia)
Fax: Phone: +61 2 9287 0309 (within Australia)

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Questions on how to cast your votes

If you have any queries on how to cast your votes, please call the Company's share registry.

QUESTIONS FROM SHAREHOLDERS

In accordance with the Corporations Act and the Company's past practice, a reasonable opportunity will be given to Shareholders at the meeting to ask questions about, or make comments on, the management of the Company and the Remuneration Report.

Similarly, a reasonable opportunity will also be given to Shareholders at the meeting to ask Healthia's auditor, BDO, questions relevant to the conduct of the audit, the preparation and content of the auditor's report, the accounting policies

adopted by the Company in relation to the preparation of the financial statements, and the independence of the Auditor in relation to the conduct of the audit.

Written questions may be submitted by Shareholders in advance of the meeting, including questions for the company's auditor BDO.

Shareholders can submit their questions in advance of the meeting in a number of ways:

1. by completing an online Shareholder question form on Healthia's website at www.healthia.com.au; or
2. submitting an online question when voting online prior to the meeting at www.linkmarketservices.com.au.

Please submit questions by no later than **5:00pm on Tuesday, 22 November 2022**.

Explanatory Notes

EXPLANATORY NOTES

These Explanatory Notes are provided to Shareholders of the Company to explain the Items of business and Resolutions to be put to Shareholders at the Annual General Meeting to be held on **11:00am (Brisbane time) on Tuesday, 29 November 2022**.

The Directors recommend that Shareholders read the accompanying Notice of Meeting and these Explanatory Notes in full before making any decision in relation to the Resolutions.

Terms used in these Explanatory Notes are defined in the Glossary on page 18 of this document.

Annual Financial Report and Directors' and Auditor's Reports

Healthia's Annual Report comprising the Directors' Report and Auditor's Report, Directors' Declaration, Consolidated Statement of Profit and Loss and Other Comprehensive Income, Consolidated Statement of Financial Position, Consolidated Statement of Changes in Equity, Consolidated Statement of Cash Flows and notes to the financial report for the Company and its controlled entities for the financial year ended 30 June 2022 were released to ASX Limited on 30 September 2022. You can access a copy of the Annual Report at: <https://investors.healthia.com.au/investor-centre/?page=asx-announcements>

The Company's Annual Report is placed before the Shareholders for discussion.

Shareholders will be given a reasonable opportunity to ask questions about, and make comments on, the reports and Healthia's management, businesses, operations, financial performance and prospects, however there will be no formal resolution put to the meeting. Healthia's auditor will also attend the meeting to answer questions in relation to the conduct of the audit (including the independence of the auditor), the preparation and content of the auditor's report and the accounting policies adopted by Healthia. Shareholders may also submit questions in advance of the meeting in accordance with the instruction on page 7 of the Notice of Meeting.

No voting is required for this item.

Resolutions 1, 2, 3 and 4 | Re-election of Mr Paul Wilson, Mr Darren Stewart, Mr Colin Kangisser and Ms Lisa Roach

Article 47 of the Constitution requires the Company to hold an election of directors whenever required by the Corporations Act or the Listing Rules. The Listing Rules require the Company to hold an election of directors at each annual general meeting. Accordingly, Mr Paul Wilson, Mr Darren Stewart, Mr Colin Kangisser and Ms Lisa Roach being eligible, offer themselves for re-election by the Company Shareholders.

The experience, qualifications and other details in relation to Mr Paul Wilson are set out below.

Paul Wilson Independent Non-Executive Director	Paul was a co-founder, CEO, director and shareholder of Mammoth Pet Holdings Pty Ltd (Pet Barn holding company) prior to the merger with Greencross Limited. Prior to founding Mammoth, Paul was the Chief Operating Officer of ShopFast, Australia's largest online grocery retailer (sold to Coles in 2003). Paul has worked in the retail industry for 30 years with roles including, General Manager of Caltex/Boral JV, Vitalgas. Paul is the Chair of the Audit and Risk Committee and a member of the Remuneration and Nomination Committee.
Current directorships of listed entities	None
Directorships of listed entities over last 3 years	Non-Executive Director of Greencross Ltd (ASX code: GXL) (6 February 2014 to 28 February 2019)
Bankruptcy and Criminal Records Searches	Nil to Report

The experience, qualifications and other details in relation to Mr Darren Stewart are set out below.

Darren Stewart Executive Director	Darren is a registered podiatrist and in 2004 co-founded the My FootDr Business with Greg Dower. The two had grown the group to 13 clinics by December 2015. In 2015, Darren and Greg saw the opportunity to grow their network of Clinics through the acquisition of well-established podiatry clinics. Before merging with Balance Podiatry Group in December 2016, they had grown the network to 19 clinics. Darren provides strategic leadership and direction to the Feet & Ankles business division.
Current directorships of listed entities	None
Directorships of listed entities over last 3 years	None
Bankruptcy and Criminal Records Searches	Nil to Report

Explanatory Notes

The experience, qualifications and other details in relation to Mr Colin Kangisser are set out below.

Colin Kangisser Executive Director & Chief Executive Officer, Eyes & Ears Division	Colin is a registered optometrist with over 30 years optical experience. He founded, grew and exited multiple retail chains including Optic Express and Kays Optical prior to holding executive leadership positions with the OPSM Group and founding TOC in 2005.
Current directorships of listed entities	None
Directorships of listed entities over last 3 years	None
Bankruptcy and Criminal Records Searches	Nil to Report

The experience, qualifications and other details in relation to Ms Lisa Roach are set out below.

Lisa Roach Executive Director & Chief Operating and People Officer, Bodies & Minds and Feet & Ankles Divisions	<p>Lisa was a founding partner in several of the Allsports clinics and has over 29 years' experience in the allied health industry. Lisa was also a qualified and practicing physiotherapist for 10 years.</p> <p>Lisa has held an executive role and has been heavily involved and influential within Healthia since its IPO. Lisa holds a Bachelor of Physiotherapy, is a member of the Institute of Company Directors and has held board positions on Healthia's subsidiary entities since IPO.</p>
Current directorships of listed entities	None
Directorships of listed entities over last 3 years	None
Bankruptcy and Criminal Records Searches	Nil to Report

Board recommendation:

The Board, with Mr Paul Wilson, Mr Darren Stewart, Mr Colin Kangisser and Ms Lisa Roach abstaining, recommend that you vote in favour of Resolutions 1, 2, 3 and 4 and the Chair of the Meeting intends to vote undirected proxies in favour of this Resolution.

Resolution 5 | Remuneration Report

The Board has submitted its Remuneration Report to Shareholders for consideration and adoption by way of a non-binding advisory resolution.

The Remuneration Report is in the Directors' Report and set out on pages 23-30 of the Annual Report for the period ended 30 June 2022.

The 2022 Annual Report is available on the Company's website: <https://investors.healthia.com.au/investor-centre/?page=asx-announcements>

The Remuneration Report:

- explains the Board's policy for determining the nature and amount of remuneration of executives of the Company including the Managing Director; and
- sets out remuneration details for each Director and the other Key Management Personnel of the Company.

Shareholders will be given a reasonable opportunity at the Meeting to ask questions about, and make comments on, the Remuneration Report and the Company's remuneration arrangements.

The Board believes that the Company's remuneration arrangements, as set out in the Remuneration Report, are fair, reasonable and appropriate and support achievement of the strategic objectives of the Company.

Board recommendation:

The Board unanimously recommends that Shareholders vote in favour of adopting the Remuneration Report, and the Chair of the Meeting intends to vote undirected proxies in favour of this resolution.

A vote on this Resolution is advisory only and does not bind the Directors.

Voting Exclusion for Resolution 5

The Company will disregard any votes cast on this Resolution:

- by or on behalf of a member of the Key Management Personnel named in the Remuneration Report, or that Key Management Personnel's CRP, regardless of the capacity in which the vote is cast; or
- as a proxy by a member of the Key Management Personnel, or that Key Management Personnel's CRP.

However, the relevant exclusion will not apply if the vote is cast as proxy for a person entitled to vote on the Resolution:

- in accordance with their directions of how to vote as set out in the proxy appointment; or
- by the Chair pursuant to an express authorisation to exercise the proxy to vote as the Chair thinks fit.

Resolution 6 | Approval of Performance Rights Plan

Background

The Company's Performance Rights Plan was initially approved by Shareholders at the Company's 2019 Annual General Meeting.

This Resolution seeks to refresh that approval.

The Performance Rights Plan is used as the vehicle for the Company's Long-Term Incentive Plan (LTIP) for key management and other

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participants approved by the Board. The Board recognises the need to adequately incentivise and remunerate staff and believes that an appropriately designed Long Term Incentive Plan aligns employees' interests with that of shareholders.

The LTIP is designed to:

- (a) align employee incentives with Shareholder interests;
- (b) encourage broad based share ownership by employees; and
- (c) assist employee attraction and retention.

Why is Shareholder Approval Required?

Approval is sought to refresh approval of the LTIP, including the issue of securities under the LTIP, for the purpose of ASX Listing Rule 7.2, Exception 13 and for all other purposes.

ASX Listing Rule 7.1, subject to certain exceptions, allows the Company to issue equity securities representing a maximum of 15% of its capital in any 12-month period without requiring Shareholder approval. An exception is provided in Listing Rule 7.2, Exception 13, which applies if, within the last 3 years before the issue date, Shareholders approved the issue of equity securities under an employee incentive scheme as an exception to Listing Rule 7.1.

If shareholder approval is obtained for the purposes of Listing Rule 7.2 Exception 13, the Company will be able to issue Performance Rights under the LTIP (subject to the maximum number of Performance Rights to be issued under the LTIP as set out below under "Specific information required under the Listing Rules") to eligible participants over a period of three years without using the Company's 15% annual placement capacity under Listing Rule 7.1.

If shareholder approval is not obtained, the Company will be able to proceed with the issue of Performance Rights under the LTIP to eligible participants, but any issue of Performance Rights will reduce, to that extent, the Company's capacity to issue securities without shareholder approval under Listing Rule 7.1 for the 12-month period following the issue of the Performance Rights.

It should be noted that certain proposed issues of Performance Rights under the LTIP to a related party (including Directors) may require additional shareholder approval under Listing Rule 10.14 at the relevant time. If such additional shareholder approval is required and not obtained, then those Performance Rights cannot be issued.

Specific information required under the Listing Rules

The following additional information is provided in accordance with Listing Rule 7.2, Exception 13(b) in relation to Resolution 6:

Summary of the terms of the scheme	A summary of the terms of the Performance Rights Plan is set out in Schedule 1 of this Notice.
Number of securities issued	Since the LTIP was last approved by Shareholders at the 2019 AGM, 4,542,858 Performance Rights have been granted under the LTIP as at the date of this Notice. Of those Performance Rights, 487,521 have been forfeited and 1,864,500 remain on issue. 2,190,837 Performance Rights have been converted to ordinary shares (1.6% of issued capital) in the Company since the LTIP was last approved at the 2019 AGM.
Maximum number of equity securities proposed to be issued under the LTIP	Maximum number of equity securities proposed to be issued under the LTIP following the approval, over three years, is approximately 6,898,879 Performance

Rights (5% of current issued capital). This maximum is not intended to be a prediction of the actual number of Performance Rights to be issued under the LTIP but is specified for the purposes of setting a ceiling on the number of Performance Rights approved to be issued under and for the purposes of Listing Rule 7.2, Exception 13(b). Once that number is reached, any additional issues of Performance Rights under the LTIP would not have the benefit of Exception 13 without a fresh shareholder approval.

Directors' Recommendation

The Directors (other than the Executive Directors, who may participate in the Performance Rights Plan) recommend that Shareholders vote in favour of Resolution 6, and the Chair of the Meeting intends to vote undirected proxies in favour of this resolution.

Voting Exclusion for Resolution 6

The Company will disregard any votes cast in favour of this Resolution by or on behalf of a person who is eligible to participate in the LTIP or any of their Associates, unless the vote is cast by:

- person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or
- the Chair of the meeting 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
- a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - 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
 - the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

The Company will also disregard any votes cast on this Resolution as a proxy by a member of the Key Management Personnel, or a Closely Related Party of that Key Management Personnel, where the proxy appointment does not specify the way the proxy is to vote on the Resolution, unless:

- the proxy is the Chair of the meeting at which the Resolution is voted on; and
- the proxy appointment expressly authorises the Chair to exercise the proxy even though the Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

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Resolutions 7 to 12 | Grant of Performance Rights to Executive Directors, Wesley Coote, Colin Kangisser and Lisa Roach

Each of Resolutions 7 to 12 seeks Shareholder approval for the purpose of Listing Rule 10.14 and for all other purposes to grant Performance Rights to Mr Wesley Coote (Group Managing Director and CEO), Mr Colin Kangisser (Chief Executive Officer, Eyes & Ears division) or Ms Lisa Roach (Chief Operating and People Officer, Bodies & Minds, Feet & Ankles division) pursuant to the Company's Performance Rights Plan. The Performance Rights will be issued no later than 30 June 2023. Each Performance Right will entitle the holder to acquire one Share, subject to meeting the applicable Vesting Conditions and the Service Condition (see below).

The Performance Rights Plan was last approved by Shareholders at the Annual General Meeting on 20 November 2019 for the purpose of Listing Rule 7.2 (Exception 13) and for all other purposes and Resolution 6 seeks to renew that Shareholder approval.

If the shareholders do not approve of a proposed issue of Performance Rights under Resolution 7, 8, 9, 10, 11 or 12, that proposed issue will not proceed. This may impact the Company's ability to incentivise the Executive Directors and align their interests with the interests of shareholders and with the remuneration arrangements of the Company's other executives. In this instance, the Board may need to consider alternative remuneration arrangements.

Group Managing Director Remuneration

Wesley Coote is the Group Managing Director and CEO of the Company.

The Company's remuneration strategy for Mr Coote comprises:

- Total fixed remuneration (TFR), consisting of base salary, superannuation and other benefits;
- Short-term incentives (STI) with a maximum opportunity of 70% of base salary; and
- Long Term Incentives (LTI) with a maximum opportunity of 150% of base salary.

The Board (other than Mr Coote) considers it appropriate to award Performance Rights to Mr Coote. Details of Mr Coote's remuneration entitlements for the financial year ended 30 June 2022 are set out in the Company's 2022 Annual Report on page 24.

The Board (other than Mr Coote) proposes to grant 890,000 Performance Rights to Mr Coote, consisting of:

- 667,500 2023 Performance Rights, subject to Shareholder approval of Resolution 7; and
- 222,500 Retention Performance Rights, subject to Shareholder approval of Resolution 8.

CEO Eyes & Ears Remuneration

Colin Kangisser is the Chief Executive Officer, Eyes & Ears Division for the Company.

The Company's remuneration strategy for Mr Kangisser comprises:

- Total fixed remuneration (TFR), consisting of base salary, superannuation and other benefits;
- Short-term incentives (STI) with a maximum opportunity of 50% of base salary; and
- Long Term Incentives (LTI) with a maximum opportunity of 75% of base salary.

The Board (other than Mr Kangisser) considers it appropriate to award Performance Rights to Mr Kangisser. Details of Mr Kangisser's

remuneration entitlements for the financial year ended 30 June 2022 are set out in the Company's 2022 Annual Report on page 20.

The Board (other than Mr Kangisser) proposes to grant 361,268 Performance Rights to Mr Kangisser, consisting of:

- 245,625 2023 Performance Rights, subject to Shareholder approval of Resolution 9; and
- 115,643 Retention Performance Rights, subject to Shareholder approval of Resolution 10.

Chief Operating and People Officer, Bodies & Minds and Feet & Ankles Remuneration

Lisa Roach is the Chief Operating and People Officer, Bodies & Minds and Feet & Ankles Divisions for the Company.

The Company's remuneration strategy for Ms Roach comprises:

- Total fixed remuneration (TFR), consisting of base salary, superannuation and other benefits;
- Short-term incentives (STI) with a maximum opportunity of 50% of base salary; and
- Long Term Incentives (LTI) with a maximum opportunity of 75% of base salary.

The Board (other than Ms Roach) considers it appropriate to award Performance Rights to Ms Roach. Details of Ms Roach's remuneration entitlements for the financial year ended 30 June 2022 are set out in the Company's 2022 Annual Report on page 20.

The Board (other than Ms Roach) proposes to grant 296,322 Performance Rights to Ms Roach, consisting of:

- 201,469 2023 Performance Rights, subject to Shareholder approval of Resolution 11; and
- 94,853 Retention Performance Rights, subject to Shareholder approval of Resolution 12.

Why is Shareholder Approval Required?

Listing Rule 10.14 requires a listed company to obtain Shareholder approval prior to the issue of equity securities under an employee incentive scheme to a director of the Company or his or her Associates. As Mr Coote, Mr Kangisser and Ms Roach are Directors of the Company, in accordance with Listing Rules, any issue of Performance Rights to them requires prior approval of Shareholders.

Once approval is obtained pursuant to Listing Rule 10.14, the Company is entitled to rely on Listing Rule 10.12, Exception 8 to exempt the issue of equity securities from Shareholder approval under Listing Rule 10.11. Similarly, approval will not be required under Listing Rule 7.1 (Listing Rule 7.2 Exception 14).

Listing Rule 7.1 sets an aggregate limit on the number of equity securities a listed entity can issue over any 12 month period without security holder approval. This limit, broadly equivalent to 15% of the entity's fully paid ordinary issued capital, is often referred to as the entity's 15% Placement Capacity. The 15% Placement Capacity under LR 7.1 is available to all listed entities, and is automatically replenished every 12 months on a rolling basis. There are no conditions on the type of equity securities that can be issued under a listed entity's 15% Placement Capacity or the price at which they can be issued.

Due to Exception 14 in Listing Rule 7.2, if Shareholder approval is given under Listing Rule 10.14, the issue of equity securities to the Executive Directors will not count towards the Company's 15% Placement Capacity or require separate approval under Listing Rule 7.1.

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2023 Performance Rights

Resolutions 7, 9 and 11 seek approval for the purposes of Listing Rule 10.14 and for all other purposes, to make the grant of 667,500 2023 Performance Rights to Mr Coote, 245,625 2023 Performance Rights to Mr Kangisser and 201, 469 2023 Performance Rights to Ms Roach respectively and the issue of Shares to them on the exercise of any such Performance Rights, in accordance with the terms and conditions of the Performance Rights Plan, as amended.

Conditions and Important Dates

The vesting date for the 2023 Performance Rights will be 30 June 2025 (**Vesting Date**), subject to meeting the Vesting Conditions and Service Conditions (set out below). The 2023 Performance Rights will expire on 31 October 2025, if not exercised, lapsed or forfeited earlier.

Vesting Conditions

The number of 2023 Performance Rights which will vest in accordance with the Performance Rights Plan rules is dependent on, and subject to, satisfaction of the following conditions (together, the **Vesting Conditions**):

1. Indexed TSR (ITSR)

- Satisfaction of the ITSR performance condition against the S&P/ASX Small Industrials Index, based on the following vesting scale:

Performance Level	Company's TSR Compared to Movement in the ASX Small Industrials Index	% of Stretch/Grant/Maximum Vesting
Stretch	≥ Index Movement + 10%	100%
Between Target and Stretch	> Index Movement + 5% & < Index Movement + 10%	Pro-rata
Target	Index Movement + 5%	50%
Between Threshold and Target	> Index Movement & < Index Movement + 5%	Pro-rata
Threshold	= Index Movement	25%
Below Threshold	< Index Movement	0%

- **TSR** is the sum of the change in share price and dividends (assumed to be reinvested in shares) during the Vesting Period. It is annualised for the purpose of the above vesting scale. The TSR of the Company will be calculated and converted to a compound annual growth rate (**CAGR**) value for the purpose of assessment against this scale. During periods of nil dividends being declared, TSR is equal to the change in share price.
- Up to 50% of the 2023 Performance Rights will be exercisable if this condition is achieved.

2. EPS Growth

- Satisfaction of the Company's compound annual growth in underlying Earnings Per Share (**Underlying EPS**) during the Vesting Period, based on the following vesting scale:

Performance Level	Underlying EPS CAGR of HLA	Vesting % of Grant
Below threshold and target	<4%	Nil vesting
Threshold and target	≥4% to ≤ 10%	Pro rata vesting

Stretch	>10%	100% vesting
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- The Underlying EPS results to be used will be the Basic EPS recorded in Healthia's audited financial statements in the relevant years, adjusted for one-off and non-recurring items and the amortisation of customer lists, as determined by the Board in its discretion.
- Up to 50% of the 2023 Performance Rights will be exercisable if this condition is achieved.

Any 2023 Performance Rights which fail to meet the relevant Vesting Conditions on or before the relevant Vesting Date shall immediately lapse. There will be no re-testing.

Service Conditions

All of the 2023 Performance Rights are subject to Mr Coote, Mr Kangisser and Ms Roach respectively satisfying the service conditions, being continuous employment with the Company from the date of grant of the 2023 Performance Rights until the Vesting Date for the 2023 Performance Rights, subject to the Board exercising its discretion to determine otherwise.

Retention Performance Rights

Resolutions 8, 10 and 12 seek approval for the purposes of Listing Rule 10.14 and for all other purposes, to make the grant of 222,500 Retention Performance Rights to Mr Coote, 115,643 Retention Performance Rights to Mr Kangisser and 94,853 Retention Performance Rights to Ms Roach respectively and the issue of Shares to them on the exercise of any such Performance Rights, in accordance with the terms and conditions of the Performance Rights Plan, as amended.

Conditions and Important Dates

The vesting date for the Retention Performance Rights will be 30 June 2023 (**Vesting Date**), subject to meeting the Vesting Condition and Service Conditions (set out below). The Retention Performance Rights will expire on 31 October 2023, if not exercised, lapsed or forfeited earlier.

Vesting Condition

The number of Retention Performance Rights which will vest in accordance with the Performance Rights Plan rules is dependent on, and subject to, satisfaction of the following condition (the **Vesting Condition**):

FY23 EBITDA(u)

- Achievement by the Company of EBITDA(u) of greater than \$40 million for the financial year ended 30 June 2023. This reflects the Company's guidance on 31 August 2022 that it expects to deliver EBITDA(u) in FY23 of greater than \$40 million.
- **EBITDA(u)** or **Underlying EBITDA** is statutory earnings before interest, tax, depreciation and amortisation (**EBITDA**) as adjusted to reflect the Directors' assessment of the result for the ongoing business activities of the Consolidated Entity, in accordance with AICD/Finsia principles of recording underlying profit. EBITDA(u) is presented on a pre-AASB16 basis. Underlying EBITDA is a non-IFRS measure and will be determined by the Directors having regard to those principles and is not audited.

Any Retention Performance Rights which fail to meet the Vesting Condition on or before the relevant Vesting Date shall immediately lapse. There will be no re-testing.

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Service Conditions

All of the Retention Performance Rights are subject to Mr Coote, Mr Kangisser and Ms Roach respectively satisfying the service conditions, being continuous employment with the Company from the date of grant of the Retention Performance Rights until the Vesting Date for the Retention Performance Rights, subject to the Board exercising its discretion to determine otherwise.

Other information - 2023 Performance Rights and Retention Performance Rights

If any of Mr Coote, Mr Kangisser or Ms Roach cease employment before the Vesting Conditions for particular Performance Rights are satisfied, the number of those Performance Rights available to be exercised will be determined by the Board in their absolute discretion depending on the circumstances of that person's resignation.

If, in the Board's opinion, Mr Coote, Mr Kangisser or Ms Roach has acted fraudulently or dishonestly or is in breach of their material obligations to the Company, the Board may determine that any or all of the Performance Rights granted to that person which have not yet vested, lapse.

Specific information required under the Listing Rules

The following additional information is provided in accordance with Listing Rule 10.15 in relation to Resolutions 7 to 12.

LR10.15.2: Which category in Listing Rules 10.14 is applicable	Mr Wesley Coote, Mr Colin Kangisser and Ms Lisa Roach are each Directors of the Company and fall within the Listing Rule 10.14.1 category.
10.15.3: Maximum number of Performance Rights to be issued	The Company is seeking approval to issue: <ul style="list-style-type: none"> Mr Wesley Coote: 667,500 2023 Performance Rights and 222,500 Retention Performance Rights; Mr Colin Kangisser: 245,625 2023 Performance Rights and 115,643 Retention Performance Rights; and Ms Lisa Roach: 201, 469 2023 Performance Rights and 94,853 Retention Performance Rights.
LR 10.15.4: Details (including the amount) of the Directors' current total remuneration package	Current total remuneration package: <ul style="list-style-type: none"> Mr Wesley Coote: \$445,000 per annum (inclusive of superannuation) plus short and long-term incentives; Mr Colin Kangisser: \$327,500 per annum (inclusive of superannuation) plus short and long-term incentives; and Ms Lisa Roach: \$268,625 per annum (inclusive of superannuation) plus short and long-term incentives.
LR 10.15.5: Number of securities that have previously been issued to Mr Coote, Mr Kangisser and Ms Lisa Roach under the Performance Rights Plan	<ul style="list-style-type: none"> Mr Wesley Coote: 552,463 Performance Rights; Mr Colin Kangisser: 45,000 Performance Rights; and Ms Lisa Roach: 264,840 Performance Rights. <p>No consideration has been paid in respect of these Performance Rights.</p>

LR10.15.6: Summary of material terms of Performance Rights	The key terms of the 2023 Performance Rights and Retention Performance Rights are set out in this Explanatory Note and in the summary of the Performance Rights Plan set out in Schedule 1 to the Explanatory Notes.
LR10.15.6: Why Performance Rights are being used	The Company considers the Performance Rights to be an effective incentive as they will only vest and become exercisable where relevant performance hurdles and employment service conditions have been met. The Retention Performance Rights proposed in FY23 are a retention incentive and also recognise the hard work and contributions of the Executive Director in the difficult circumstances of the Covid-19 pandemic and the extent to which short term incentive criteria were not met having regard to the exceptional circumstances outside the control of the Executive Director.
LR10.15.6: Value of Performance Rights	The 'fair value' of the Performance Rights for accounting purposes will be determined at the date of grant of the Performance Rights and the value expensed over the relevant service periods after taking account of any market and non-market vesting conditions in accordance with AASB-2. The fair value of 2023 Performance Rights to be issued is estimated to be between \$0.8 million and \$1.6 million. The fair value of Retention Performance Rights to be issued is estimated to be \$0.6 million. Estimated fair values based on a price of \$1.46 per share, assuming 50% or full vesting of 2023 Performance Rights and vesting of Retention Performance Rights.
LR 10.15.7: Date of issue	If the Resolutions are passed, the Performance Rights will be issued no later than 30 June 2023.
LR 10.15.8: Issue Price	The issue price for the Performance Rights is nil.
LR 10.15.9: Summary of the material terms of the Performance Rights Plan	A summary of the material terms of the Performance Rights Plan is set out in Schedule 1 to the Explanatory Notes.
LR 10.15.10: Loan	No loan will be provided by the Company in relation to the grant or exercise of the Performance Rights.
LR 10.15.11:	<ul style="list-style-type: none"> Details of any Performance Rights granted to Mr Coote, Mr Kangisser and Ms Roach (and Shares issued upon their vesting or exercise) will be published in the annual report of the Company relating to the period in which they have been granted or issued, together with a note that approval of the grant and issue was obtained under Listing Rule 10.14.

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	Any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of securities under the Performance Rights Plan after these Resolutions are approved and who were not named in this Notice of Meeting and Explanatory Notes will not participate until approval is obtained under that Listing Rule.
Other information:	<ul style="list-style-type: none"> Any dealing in Shares is subject to the constraints of Australian insider trading laws and the Company's Share Trading Policy. Participants are specifically prohibited from hedging their Company share price exposure in respect of their Performance Rights during the vesting period.

Non-Executive Directors' views and recommendations

The Non-Executive Directors believe that the success of the Group will largely depend on the leadership, skills and motivation of Mr Coote, Mr Kangisser and Ms Roach in overseeing the management of the Group's operations and strategy implementation. In deciding to recommend the issue of 2023 Performance Rights and Retention Performance Rights to Mr Coote, Mr Kangisser and Ms Roach, the Non-Executive Directors:

- took into account the nature of Mr Coote's, Mr Kangisser's and Ms Roach's leadership positions within the Group, the function and purpose of the LTI component of the Company's remuneration framework and have considered these against the practices of other ASX listed companies;
- consider that the grant of the Performance Rights is an appropriate form of remuneration and is part of a reasonable remuneration package taking into account the Group's circumstances and the circumstances of Mr Coote, Mr Kangisser and Ms Roach, and
- believe that it is in the best interests of Shareholders to approve Resolutions 7, 8, 9, 10, 11 and 12 as the grant of the Performance Rights appropriately aligns Mr Coote's, Mr Kangisser's and Ms Roach's remuneration and Shareholder return due to the Vesting Conditions and Service Conditions that must be achieved for the Performance Rights to vest.

Non-Executive Directors' Recommendation

The Non-Executive Directors recommend that Shareholders vote in favour of Resolutions 7, 8, 9, 10, 11 and 12, and the Chair of the Meeting intends to vote undirected proxies in favour of this resolution.

Voting Exclusion Statement for Resolutions 7 to 12

The Company will disregard any votes cast in favour of Resolutions 7, 8, 9, 10, 11 or 12 by or on behalf of:

- Mr Coote, Mr Kangisser or Ms Roach; or
- any other person who is referred to in Listing Rule 10.14 and is eligible to participate in the Performance Rights Plan; or
- any Associate of any of those persons.

However, this does not apply to a vote cast in favour of any of Resolutions 7, 8, 9, 10, 11 or 12 by:

- a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way;
- the Chair of the meeting 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
- a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - 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
 - the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

The Company will also disregard any votes cast in favour of Resolutions 7, 8, 9, 10, 11 or 12 as a proxy by a member of the Key Management Personnel, or a Closely Related Party of that Key Management Personnel, where the proxy appointment does not specify the way the proxy is to vote on each Resolution, unless:

- the proxy is the Chair of the meeting at which the Resolution is voted on; and
- the proxy appointment expressly authorises the Chair to exercise the proxy even though the Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

Resolution 13 | Proportional Takeover Provision

When the Company was incorporated in May 2018, the Constitution included Articles 79 and 80, which restricted proportional takeovers (**Proportional Takeovers Provisions**). The Proportional Takeover Provisions provide that where a party makes an off-market bid for a proportion of Shares held by each Shareholder of the Company (rather than for their entire shareholding), no acquisition of Shares can be completed unless the Shareholders approve it by ordinary resolution.

Provisions such as the Proportional Takeover Provisions are permitted by the Corporations Act, but only have force for a maximum of 3 years. They can be renewed or re-inserted into the Constitution by a special resolution of Shareholders. The Company has not previously renewed the Proportional Takeover Provisions since its incorporation in May 2018.

The Directors would like to renew the Proportional Takeover Provisions as they ensure that shareholders have the opportunity to decide as a whole whether a partial (as opposed to full) takeover offer is desirable.

Effect of the Proportional Takeover Provisions

In a proportional takeover bid, the offeror bids for a proportion of each shareholder's shares, not their entire shareholding.

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If the Proportional Takeover Provisions are renewed and a proportional takeover bid is made after the Meeting, the Directors must convene a meeting of Shareholders to consider whether or not to approve the bid. The Directors must ensure that the meeting considers the approval of the proportional bid before the fourteenth day before the last day of the bid period. The resolution will be passed if more than 50% of the total number of eligible votes cast on the resolution approve it. The bidder and its associates may not vote.

If the resolution is not voted on by the relevant deadline, the proportional bid is taken to have been approved. If the resolution to approve the proportional bid is lost, any binding acceptances are rescinded and any unaccepted offers or offers that have not resulted in binding contracts are taken to have been withdrawn.

If the bid is approved or deemed to have been approved, transfers resulting from the bid may be registered so long as they comply with other relevant provisions of the Corporations Act and the Constitution.

The Proportional Takeover Provisions do not apply to full takeover bids (bids for the entire holding of each Shareholder) and if this Resolution 13 is not passed at the Meeting, the Proportional Takeover Provisions will not apply unless renewed in future.

Reasons for proposing the resolution

The Directors believe that shareholders ought to be able to vote on any proportional takeover bid. A proportional takeover bid could potentially result in a bidder obtaining control of the Company without Shareholders having the opportunity to sell their entire holding to the bidder. The bidder may take control of the Company through a proportional takeover bid without paying an adequate amount for gaining control and with the Shareholders remaining as a minority interest in the Company.

The Proportional Takeover Provisions reduce these risks because Shareholders are able to decide on the merits of whether a particular proportional takeover bid is desirable. The provisions allow all Shareholders to study a proportionate bid proposal and vote on the bid at a general meeting. This is likely to influence a bidder to structure the terms and pricing of the partial offer so that it is more attractive to a majority of Shareholders.

No knowledge of proposed acquisitions

As at the date on which this Notice was prepared, no Director is aware of any proposal by a person to acquire, or to increase the extent of, a substantial interest in the Company.

Potential advantages and disadvantages for the Directors and Shareholders

While the renewal of the Proportional Takeover Provisions will allow the Directors to ascertain members' views on a proportional takeover bid, it does not otherwise offer any advantage or disadvantage to the Directors who remain free to make their own recommendation as to whether the proportional takeover bid should be accepted.

The potential advantages of the Proportional Takeover Provisions for Shareholders are:

- being able to study a proportionate bid proposal and vote on the bid at a general meeting. This is likely to influence a bidder to structure the terms and pricing of the partial offer so that it is more attractive to a majority of shareholders;
- some protection against remaining in the Company as a minority as a result of a proportional takeover offer;
- knowing the view of the majority of Shareholders may help

individual Shareholders decide on whether to accept or reject an offer under the bid.

The potential disadvantages for Shareholders include:

- possibly discouraging the use of proportional takeover bids and resulting opportunities for Shareholders to sell shares at a premium to a party seeking control of the Company;
- the Proportional Takeover Provisions may reduce any speculative element in the market price of the Company's shares arising from the possibility of a proportional takeover offer being made;
- some Shareholders may view the Proportional Takeover Provisions as restricting the ability of individual shareholders to deal with their Shares as they see fit.

Weighing up these factors, the Directors consider that the potential advantages for Shareholders of the Proportional Takeover Provisions outweigh the potential disadvantages.

Board recommendation:

The Board recommends that Shareholders vote in favour of Resolution 13, and the Chair of the Meeting intends to vote undirected proxies in favour of this Resolution.

Resolution 14 | Approval of Amendments to the Constitution

A company may modify or repeal its constitution or a provision of its constitution by special resolution of the shareholders in accordance with section 136(2) of the Corporations Act. Accordingly, for Resolution 14 to be passed, at least 75% of the votes cast by members entitled to vote on the Resolution present in person, or by proxy or representative must be in favour of the Resolution.

The ASX proposes to make changes to the CHESS system that will, among other changes, allow joint holdings of up to four registered joint holders of a security. The Company's constitution currently limits the number of registered joint holders to three. ASX has suggested that issuers prepare for the CHESS changes by removing or amending joint holder restrictions. The proposed amendment will allow the Board to increase the permitted number of registered joint holders up to the maximum permitted under the Listing Rules and ASX Operating Rules.

The Company has also undertaken a general review of its Constitution and proposes to make a number of other changes including:

- updating the direct voting provisions to reflect developments in market practice since the Company was incorporated;
- to reflect changes to the Corporations Act, in particular regarding the use of virtual meeting technologies in meetings and electronic signing;
- updating the provisions regarding Directors' circulating resolutions to facilitate the use of technology; and
- other non-material changes.

Under the latest Corporations Act provisions regarding 'virtual-only' meetings of shareholders (as opposed to a physical meetings or hybrid meetings involving a physical venue), a company may only hold a virtual-only meeting if the company's constitution expressly requires or permits a virtual-only meeting, or if ASIC makes a

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determination that a virtual-only meeting may be held because a situation outside the company's control makes it unreasonable to expect a physical venue to be used.

As this stage, the Board does **not** propose to amend the Constitution to require or give the Board a general discretion to hold virtual-only meetings of Shareholders. Under the proposed amendments, meetings will be required to be held in a hybrid or physical format, unless a virtual-only meeting is permitted by an ASIC determination or by future changes to the Corporations Act. The Company will continue to monitor market developments in relation to the use of virtual-only meetings.

Board recommendation:

The Board recommends that Shareholders vote in favour of Resolution 14, and the Chair of the Meeting intends to vote undirected proxies in favour of this Resolution.

Explanatory Notes

GLOSSARY

Defined Terms	Meaning
2023 Performance Rights	A 2023 Performance Right proposed to be granted to Mr Coote, Mr Kangisser or Ms Roach as described in the Explanatory Notes for Resolutions 7 to 12.
Associate	The meaning given in the Listing Rules.
Auditor	BDO.
Annual General Meeting or AGM	The annual general meeting of Shareholders of the Company.
ASX	ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires).
BDO	BDO Audit Pty Ltd ACN 134 022 870.
Board	The board of Directors of the Company.
CAGR	Compound annual growth rate.
Chair	The person appointed to chair the Meeting.
Closely Related Party or CRP	(As defined in the Corporations Act) of a member of the Key Management Personnel for an entity means: <ul style="list-style-type: none"> a) a spouse or child of the member; or b) a child of the member's spouse; or c) a dependant of the member or the member's spouse; or 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 dealings with the entity; or e) a company the member controls; or f) a person prescribed by the regulations for the purposes of this paragraph.
Corporations Act	The Corporations Act 2001 (Cth).
Company or Healthia	Healthia Limited ACN 626 087 223.
Constitution	The constitution of the Company, as amended from time to time.
Directors	The directors of the Company from time to time (each a Director).
EBITDA	Earnings before interest, tax, depreciation and amortisation.
EBITDA(u) or Underlying EBITDA	The meaning given in the Explanatory Notes for Resolutions 7 to 12.
Group	Healthia Limited and its wholly owned subsidiaries from time to time.
Key Management Personnel	(As defined in the Corporations Act) those persons having authority and responsibility for planning, directing and controlling the activities of the Group, directly or indirectly, including any director (whether executive or otherwise) of the Group.
Listing Rules	The Listing Rules of ASX.
LTIP	The long term incentive plan of the Company, being the Performance Rights Plan.
Managing Director	The managing director of the Company.
Meeting	This annual general meeting.
Non-Executive Directors	The non-executive directors of the Company.
Notice	This Notice of Meeting, which includes the agenda, Voting Notes and Explanatory Notes (including Schedules).
Performance Right	A right to acquire or to be transferred a Share in accordance with the terms of which they are granted by the Board, at its discretion, and the rules of the Performance Rights Plan, including a 2023 Performance Right or a Retention Performance Right.
Performance Rights Plan	The Healthia Ltd Performance Rights Plan, last approved by the Shareholders at the Annual General Meeting on 20 November 2019.
Proportional Takeovers Provisions	Articles 79 and 80 of the Constitution, relating to proportional takeover bids in respect of shares in the Company.
Remuneration Report	The section of the Directors' Report contained in the annual Financial Report of the Company for the year ended 30 June 2022 entitled 'Remuneration Report'.
Retention Performance Right	A Retention Performance Right proposed to be granted to Mr Coote, Mr Kangisser or Ms Roach as described in the Explanatory Notes for Resolutions 7 to 12.
Service Conditions	The service conditions that must be satisfied before 2023 Performance Rights or Retention Performance Rights can vest, as described in the Explanatory Notes for Resolutions 7 to 12.
Shareholder	A registered holder of shares in the Company.
Shares	Fully paid ordinary shares in the capital of the Company (each a Share).
TSR	The meaning given in the Explanatory Notes for Resolutions 7 to 12.
Underlying EBITDA or EBITDA(u)	The meaning given in the Explanatory Notes for Resolutions 7 to 12.
Underlying EPS	The meaning given in the Explanatory Notes for Resolutions 7 to 12.
Vesting Condition	The performance hurdles or other conditions that must be satisfied before 2023 Performance Rights or Retention Performance Rights can vest, as described in the Explanatory Notes for Resolutions 7 to 12.
Vesting Date	For the 2023 Performance Rights, 30 June 2025.

Limited Audience

Explanatory Notes

Defined Terms	Meaning
	For the Retention Performance Rights, 30 June 2023.
Volume Weighted Average Market Price	The meaning given in the Listing Rules.

Schedule 1 - Summary of Performance Rights Plan

The key terms of the Performance Rights Plan are set out below:

Plan Terms/Conditions	Details
Purpose	The purpose of the Plan is to encourage employees to share in the ownership of the Company and to promote the long-term success of the Company as a goal shared by all employees.
Eligibility	Permanent employees or executive directors of the Company or any related body corporate of the Company.
Form of awards	<p>Awards may be paid in the form of cash or equity (which may include Shares, rights, options or other securities).</p> <p>A right is a right to acquire a Share and can take the form of:</p> <ul style="list-style-type: none"> • Performance Rights, which, once issued are subject to vesting conditions specified in the offer that must be satisfied before an award can be exercised or is no longer subject to forfeiture; and • Service Rights, which, once issued are subject to vesting conditions that relate only to the continued employment of the employee that must be satisfied before an award can be exercised or is no longer subject to forfeiture.
Offers of awards	<p>The Company may, at the discretion of the Board, offer and issue awards to eligible employees.</p> <p>Each offer must be in writing, including an application if acceptance is required, and specify details of the offer including:</p> <ul style="list-style-type: none"> • the type of awards being offered; • the number of awards being offered; • any vesting conditions for the awards; • the issue price and/or exercise price for the awards, or the manner in which the issue price and/or exercise price is to be determined; • the expiry date (if any); • any restriction period; • any other terms or conditions that the Board decides to include, which may include the terms and conditions of a clawback or other policy approved by the Board from time to time; and • any other matters required to be specified in the offer by either the Corporations Act or the Listing Rules.
Vesting and exercise awards	<p>Awards will vest and become exercisable upon the satisfaction of any vesting conditions specified in the offer and in accordance with the rules of the Plan.</p> <p>Vesting conditions may include performance conditions and/or service conditions, as determined by the Board.</p> <p>Vesting conditions may be waived at the absolute discretion of the Board (and subject to the terms of the award).</p>
Settlement of awards that have vested	<p>Vested awards may be settled by equity and/or cash as specified by the offer or as determined at the discretion of the Board.</p> <p>Rights issued under the Plan will not be quoted on the ASX and do not carry any dividend or voting rights prior to vesting.</p> <p>All Shares issued or transferred to participants will be quoted on the ASX and will rank equally on and from the date of issue or transfer with all existing Shares then on issue.</p>
Forfeiture of awards	Unless the Board determines otherwise, unvested awards will be forfeited if the vesting conditions in the offer are not satisfied.
Award restrictions	<p>Subject to the Board determining otherwise, an award must not be sold, transferred or otherwise disposed of during the vesting period.</p> <p>The holders of awards are prohibited from entering into transactions or arrangements, including by way of derivatives or similar financial productions, which limit the economic risk of holding unvested awards.</p> <p>Participants are specifically prohibited from hedging their Company share price exposure in respect of their Performance Rights during the vesting period.</p>
Change of control	In the event of a change of control, the Board will determine in its absolute discretion the manner in which all unvested and vested awards will be dealt with, including with consideration to the nature and circumstances of the change of control.
Adjustments	Subject to the Listing Rules and applicable law, if the Company makes any new issue of securities or alterations to its capital by way of bonus issue or reorganisation of capital, the Board may in its absolute discretion make adjustments to an award as it sees fit with regard to the circumstances of the alteration to capital.

Limited Audience

Schedule 1 - Summary of Performance Rights Plan

Plan Limit	<p>The Company must only offer an award under the Plan in reliance on ASIC CO 14/1000 if it has reasonable grounds to believe that the number of underlying Shares that may be issued under the offer, and underlying Shares issued or that may be issued as a result of offers made at any time during the previous three year period under certain employee incentive schemes, will not exceed 5% of the total number of underlying Shares in that class on issue.</p> <p>In no circumstances will awards be granted under the Plan if it is an issue of securities that combined with all other outstanding employee share scheme interests would exceed 10% of the Company's then outstanding issued capital.</p>
Use of a share trust	<p>The Board may use a share trust or other mechanism for the purpose of holding Shares as relevant to the delivery of Shares on the exercise of any awards.</p>
Administration of the Plan	<p>The Plan will be administered by the Board. Any powers or discretions conferred on the Board by the Plan rules may be exercised by the Board (or its delegate) in its absolute discretion.</p>
Amendment of the Plan	<p>The Plan may be suspended, terminated or amended at any time by the Board, subject to any resolution of the Company required by the Listing Rules and provided that no amendment to the Plan may be made which materially prejudices the rights of existing Participants other than an amendment introduced primarily:</p> <ul style="list-style-type: none">• for the purpose of complying with or conforming to present or future State, Territory or Commonwealth legislation or the Listing Rules;• to correct any manifest error or mistake; or• for the purpose of enabling Participants to receive a more favourable taxation treatment in respect of their participation in the Plan.

[Proposed amendments to be considered at Healthia's 2022 Annual General Meeting](#)

Constitution of Healthia Limited

ACN 626 087 223

[As amended on *\[insert date\]*](#)

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Healthia Limited, ACN 626 087 223

Constitution

Preliminary

1. Definitions

In this Constitution:

Applicable Law means the Corporations Act, the Listing Rules and the Settlement Rules.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited ACN 008 624 691.

Attending Shareholder means, in relation to a meeting of Shareholders, ~~the~~ (or a meeting of a class of Shareholders):

- (a) a Shareholder present at ~~the place of~~ the meeting, in person or by proxy, by attorney or, where the Shareholder is a body corporate, by Corporate Representative;
- (b) a Shareholder who has duly lodged a valid Direct Vote in relation to the meeting pursuant to Article 40; and
- (c) a Shareholder who participates in the meeting using any one or more of the Virtual Meeting Technologies used for the meeting.

Board means the Directors of the Company from time to time.

Business Day has the meaning given in the Listing Rules if the Company is included in the official list of ASX at the time, and otherwise means a day except a Saturday, Sunday or public holiday in the state or territory in which the Company is taken to be registered for the purposes of the Corporations Act.

Corporate Representative means a person authorised in accordance with the Corporations Act (or a corresponding previous law) by a Shareholder which is a body corporate to act as its representative at a meeting of Shareholders.

Corporations Act means the Corporations Act 2001 (Commonwealth).

CS Facility means a licensed CS facility (as defined in the Corporations Act) which applies to the Company or its Shares.

CSF Operator means the licensed operator of the relevant CS Facility.

Direct Vote means a notice of a Shareholder's voting intention delivered to the Company by post, fax, electronic or other means approved by the Board and otherwise in accordance with this Constitution and the Direct Voting Rules.

Direct Voting Rules means any rules determined by the Board pursuant to Article 40(a).

Director means a person who is, for the time being, a director of the Company including, where appropriate, an alternate director of the Company.

Executive Director means a Director who is an employee (whether full-time or part-time) of the Company or of any related body corporate of the Company.

Jointly Held means, in relation to a Share, a Share which the Register records 2 or more persons as the holders of that Share.

Legal Costs of a person means legal costs calculated on a solicitor-and-client basis incurred by that person in defending or resisting any proceedings (whether criminal, civil, administrative or judicial), appearing before or responding to actions taken by any court, tribunal, government authority or agency, other body or commission, a liquidator, an administrator, a trustee in bankruptcy or other authorised official, where that proceeding, appearance or response relates to a Liability of that person.

Liability of a person means any liability including negligence (except a liability for legal costs) incurred by that person in or arising out of the discharge of duties as an officer of the Company or in or arising out of the conduct of the business of the Company, including as result of appointment or nomination by the Company or a subsidiary as a trustee or as a director, officer or employee of another body corporate.

Listing Rules means the listing rules of ASX and any other rules of ASX which are applicable while the Company is admitted to the official list of ASX.

Non-Executive Directors means all Directors other than Executive Directors.

Notice means a notice given pursuant to, or for the purposes of, this Constitution or the Applicable Law.

Personal Representative means the legal personal representative, executor or administrator of the estate of a deceased person.

Register means the register of Shareholders kept pursuant to the Applicable Law and, where appropriate, includes any subregister and branch register.

Relevant Officer means a person who is, or has been, a Director or Secretary.

Restricted Securities has the meaning given in the Listing Rules and includes Shares defined as such in any Restriction Agreement.

Restriction Agreement means a restriction agreement in a form set out in the Listing Rules or otherwise approved by ASX and includes any agreement which the Company and any Shareholder agrees is a restriction agreement.

Secretary means a person appointed as, or to perform the duties of, secretary of the Company for the time being.

Settlement Rules means the operating rules of the relevant CS Facility.

Share means a share in the capital of the Company.

Shareholder means:

- ~~(a) — in respect of a meeting of holders of Shares or a meeting of holders of a class of Shares, a person whose name is entered in the Register as the holder of a Share or a Share of that class (as the case may be) at the time specified in the notice of that meeting (or if no time is specified, at the time appointed for that meeting to commence); and~~
- ~~(b) — otherwise, a person whose name is entered in the Register as the holder of a Share,~~ and **registered holder** has a corresponding meaning.

Transmission Event means:

- (a) if a Shareholder is an individual, the death or bankruptcy of that Shareholder or that Shareholder becoming of unsound mind or becoming a person whose property is liable to be dealt with pursuant to a law about mental health; or
- (b) if a Shareholder is a body corporate, the deregistration of that Shareholder pursuant to the laws of the jurisdiction of its registration or the succession by another body corporate to the assets and liabilities of the Shareholder.

Virtual Meeting Technology means any technology (including online platforms) that allows a person to participate in a meeting without being physically present at the meeting.

2. Interpretation

Headings are for convenience only and do not affect interpretation. Unless the context indicates a contrary intention, in this Constitution:

- (a) a word importing the singular includes the plural (and vice versa);
- (b) a word indicating a gender includes every other gender;
- (c) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) the word "includes" in any form is not a word of limitation;
- (e) a reference to a partly paid Share is a reference to a Share on which there is an amount unpaid;
- (f) a reference to a call or an amount called in respect of a Share includes an amount that, by the terms of issue of a Share or otherwise, is payable at one or more fixed times;
- (g) a reference to a Shareholder for the purposes of a meeting of Shareholders or a meeting of a class of Shareholders is a reference to a registered holder of Shares or the class of Shares (as the case may be) as at:
 - (i) in respect of a meeting of holders of Shares or a meeting of holders of a class of Shares, for which the person calling the meeting has determined under the Corporations Act that Shares or a Share of that class (as the case may be) are taken to be held by the persons who held them at a specified time before the meeting, that time; or
 - (ii) otherwise, 48 hours before the relevant meeting, or if this time would fall on a trading day, 7.00pm (Sydney time) on that day or such other time specified in the Settlement Rules;
- (h) ~~(g)~~ a reference to something being "written" or "in writing" includes that thing being represented or reproduced in any mode in a visible form;
- ~~(h) — a notice or document required by this Constitution to be signed may be authenticated by any other manner permitted by the Corporations Act or any other law; and~~
- (i) a reference to a document being 'signed' or to 'signature' includes that document being executed or execution, under hand or under seal or by any other method permitted by applicable law, and in the case of an electronic copy of the document or a communication of the document in electronic form, includes the document

being authenticated in accordance with applicable law or any other method the Board resolves;

- (j) ~~(+)~~ a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (k) a reference to a person being "present" at a meeting includes participating in the meeting using a Virtual Meeting Technology by which the meeting is being held; and
- (l) a reference to a "venue" of a meeting may be, but need not be, a physical place.

3. Application of Applicable Law

- (a) Unless the context indicates a contrary intention, in this Constitution:
 - (i) a reference to the Applicable Law is to the Applicable Law in force in relation to the Company after taking into account any waiver, modification or exemption which is in force either generally or in relation to the Company;
 - (ii) a word or phrase given a meaning in the Applicable Law has the same meaning in this Constitution where it relates to the same matters as the matters for which it is defined in the Applicable Law, unless that word or phrase is otherwise defined in this Constitution; and
 - (iii) a reference to the Listing Rules or the Settlement Rules includes any amendment or replacement of those rules from time to time.
- (b) The replaceable rules in the Corporations Act do not apply to the Company.
- (c) In this Constitution, a reference to the Listing Rules, the Settlement Rules or ASX only applies while the Company is included in the official list of ASX.
- (d) If the Company is included in the official list of ASX, then:
 - (i) notwithstanding anything contained in this Constitution, if the Listing Rules prohibit an act being done, the act must not be done;
 - (ii) nothing contained in this Constitution prevents an act being done that the Listing Rules require to be done;
 - (iii) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
 - (iv) if the Listing Rules require this Constitution to contain a provision and it does not contain such a provision, this Constitution is taken to contain that provision;
 - (v) if the Listing Rules require this Constitution not to contain a provision and it contains that provision, this Constitution is taken not to contain that provision; and
 - (vi) if any provision of this Constitution is or becomes inconsistent with the Listing Rules, this Constitution is taken not to contain that provision to the extent of the inconsistency.

4. Enforcement

- (a) Each Shareholder submits to the non-exclusive jurisdiction of the courts of Queensland, the Federal Court of Australia and the courts competent to determine appeals from those courts with respect to any proceedings that may be brought at any time relating to this Constitution.
- (b) If at any time any provision of this Constitution is or becomes illegal, invalid or unenforceable in any respect pursuant to the law of any jurisdiction, then that does not affect or impair:
 - (i) the legality, validity or enforceability in that jurisdiction of any other provision of this Constitution; or
 - (ii) the legality, validity or enforceability pursuant to the law of any other jurisdiction of that or any other provision of this Constitution.

Capital

5. Issue of securities

- (a) Subject to the Applicable Law and any rights and restrictions attached to a class of Shares or other securities, the Company may by resolution of the Board issue Shares, options to acquire Shares, and other securities with rights of conversion to Shares on any terms, to any person, at any time and for any consideration, as the Board resolves.
- (b) The Company may issue preference Shares (including those which may be, or at the option of either or both the Company and the holder are, liable to be redeemed) and may convert any issued Shares into preference Shares, if the rights of the holders of the preference Shares are as set out in Article 6 or are approved in accordance with the Applicable Law.

6. Preference Shares Rights

If the Company at any time proposes to issue any preference Shares with the terms set out in this Article 6, each preference Share confers on the holder:

- (a) the right to convert the preference Share into an ordinary Share if and on the basis the Board resolves under the terms of issue;
- (b) the right to receive a dividend at the rate or of the amount (which may be fixed or variable) and on the conditions (including conditions which may be changed or reset at certain times or upon certain events) that the Board resolves under the terms of issue unless, and to extent that, the Board resolves under the terms of issue that there is no right to receive a dividend, and any such dividend:
 - (i) is non-cumulative unless, and to the extent that, the Board resolves otherwise under the terms of issue;
 - (ii) will rank for payment in priority to ordinary Shares unless, and to the extent that, the Board resolves otherwise under the terms of issue; and
 - (iii) will rank for payment in relation to Shares in any other class of Shares as the Board resolves under the terms of issue;

- (c) in addition to the rights (if any) to receive a dividend, the right to participate equally with the ordinary Shares in the distribution of profits (or other amounts) available for dividends if and on the basis the Board resolves under the terms of issue;
- (d) if, and to the extent that any dividend on the preference Share is cumulative, the right in a winding up or on a reduction of capital, and on redemption in the case of a redeemable preference Share, to payment of the amount of any dividends accrued but unpaid on the preference Share at the date of winding up or reduction of capital or, in the case of a redeemable preference share, the date of redemption, with the same priority in relation to each other class of Shares as the priority that applies in relation to the payment of the dividend;
- (e) if, and to the extent that any dividend on the preference Share is non-cumulative, and if, and to the extent that, the Board resolves under the terms of issue, the right in a winding up or on a reduction of capital, and on redemption in the case of a redeemable preference Share, to payment of the amount of any dividends accrued but unpaid on the preference Share for the period commencing on the dividend payment date which has then most recently occurred and ending on the date of winding up or reduction of capital or, in the case of a redeemable preference share, the date of redemption, with the same priority in relation to each other class of Shares as the priority that applies in relation to the payment of the dividend;
- (f) the right in a winding up or on a reduction of capital, and on redemption in the case of a redeemable preference Share, to payment of any amount (which may include the amount paid or agreed to be considered as paid on the preference Share) that the Board resolves at the time of issue, and payment of such amount:
 - (i) will rank for payment in priority to ordinary Shares unless, and to the extent that, the Board resolves otherwise under the terms of issue; and
 - (ii) will rank for payment in relation to any other class of Shares as the Board resolves under the terms of issue;
- (g) the right to a bonus issue or capitalisation of profits in favour of preference Share holders only, if and to the extent the Board resolves under the terms of issue;
- (h) in addition to the rights pursuant to Articles 6(b), 6(c), 6(d), 6(e), 6(f) and 6(g), the right to participate with the ordinary Shares in profits and assets of the Company, including on a winding up, if and to the extent that the Board resolves under the terms of issue;
- (i) the right to receive notices, reports and accounts and to attend and be heard at all meetings of Shareholders on the same basis as the holders of ordinary Shares;
- (j) no right to vote at meetings of Shareholders except on the questions, proposals or resolutions or during the periods of time or in the circumstances that the Board resolves under the terms of issue, which, unless the Board resolves otherwise under the terms of issue, are:
 - (i) on any matter considered at a meeting if, at the date of the meeting, the dividend on the preference Shares is in arrears;
 - (ii) on a proposal to reduce the share capital of the Company;
 - (iii) on a resolution to approve the terms of a buy-back agreement;
 - (iv) on a proposal that affects rights attached to the preference Shares;
 - (v) on a proposal to wind up the Company;

- (vi) on a proposal for the disposal of the whole of the property, business and undertaking of the Company; and
- (vii) on any matter considered at a meeting held during the winding up of the Company; and
- (k) if voting on any matter in respect of which the holder is entitled to vote is by poll the right to cast the number of votes specified in, or determined in accordance with, the terms of issue for the preference Share.

In the case of a redeemable preference Share, the Company must if required by the terms of issue for that Share but subject to the Corporations Act, at the time ~~and place~~ for redemption specified in, or determined in accordance with, those terms of issue, redeem that Share and, subject to the giving or receiving of a valid redemption notice or other document (if any) required by those terms of issue, pay to or at the direction of the registered holder the amount payable on redemption of that Share.

7. Class rights

- (a) Subject to the Corporations Act and the terms of issue of Shares in a particular class, the Company may vary or cancel rights attached to Shares in that class:
 - (i) by a special resolution passed at a meeting of the Shareholders holding Shares in that class; or
 - (ii) with the written consent of Shareholders who are entitled to at least 75% of the votes that may be cast in respect of Shares in that class.
- (b) Article ~~45~~[47](#) applies to a meeting held pursuant to Article 7(a)(i).
- (c) The issue of any new Shares ranking equally, or any conversion of existing securities to Shares ranking equally, with existing Shares is not a variation of the rights conferred on the holders of the existing Shares, unless otherwise provided by the terms of issue of the existing Shares or required by the Applicable Law.
- (d) The issue of any new Shares ranking in priority, or any conversion of existing securities to Shares ranking in priority, to an existing class of preference Shares is a variation of the rights conferred on the holders of the existing preference Shares, unless the issue or conversion is expressly permitted by the terms of the existing preference Shares.

8. Alterations of capital

- (a) The Company may by resolution convert Shares from one class to another, subject to the Corporations Act, this Constitution and the terms of issue of a class of Shares.
- (b) The Company may reduce, alter or buy-back its share capital in any manner provided by the Applicable Law. The Board may do anything which is required to give effect to any resolution authorising a reduction, alteration or buy-back of the share capital of the Company, including where a Shareholder becomes entitled to a fraction of a Share on a consolidation or subdivision:
 - (i) making cash payments;
 - (ii) ignoring fractions;
 - (iii) appointing a trustee to deal with any fractions on behalf of Shareholders; and

- (iv) rounding up each fractional entitlement to the nearest whole Share by capitalising any amount available for capitalisation pursuant to Article ~~67~~69 even though only some Shareholders participate in the capitalisation.

9. Registered holder

- (a) Except as required by law, the Settlement Rules or this Constitution, the Company is not required to recognise any interest in, or right in respect of, a Share except an absolute right of legal ownership of the Shareholder registered as the holder of that Share, regardless of whether the Company has notice of the interest or right.
- (b) The Company is not bound to register more than 3 persons as the registered holder of a Share, or such greater number of persons as may be determined by the Board that does not exceed the maximum number of registered joint holders permitted by the Listing Rules and Settlement Rules.
- (c) If the Company registers two or more persons as the registered holders of a Share, those persons are taken to hold that Share as joint tenants.

10. Certificates and statements

- (a) Subject to the Applicable Law, the Company need not issue certificates for Shares if the Board so resolves.
- (b) Subject to the Applicable Law, the Company may issue certificates for Shares, cancel any certificates for Shares, and replace lost or destroyed or defaced certificates for Shares, on the basis and in the form which the Board resolves.
- (c) If the Company determines to issue certificates for Shares, only the Shareholder whose name appears first in the Register in respect of a Jointly Held Share is entitled to a certificate in respect of that Share and delivery of the certificate to that person is taken to be delivery to all holders of that Share.
- (d) The Company must issue to a Shareholder any statements of the holdings of Shares registered in the Shareholder's name as required by the Applicable Law.

Calls

11. Making of calls

- (a) Subject to the Applicable Law and the terms of issue of a Share, the Company may by resolution of the Board make calls on the registered holders of a Share for any amount unpaid on that Share which is not by the terms of issue of that Share made payable at fixed times, on any terms and at any times as the Board resolves, including payment by instalments.
- (b) The Company may when it issues Shares make calls payable for one or more Shareholders for different amounts and at different times as the Board resolves.
- (c) Subject to the Listing Rules, the Company may by resolution of the Board revoke or postpone a call or extend the time for payment of a call, at any time prior to the date on which payment of that call is due.
- (d) A call is made at the time of or as specified in the resolution of the Board authorising the call.

12. Notice of calls

- (a) The Company must give notice of a call to the Shareholder upon whom the call is made at least 10 Business Days (or any other period of notice required by the Listing Rules or required by any terms of issue of the relevant Shares) before the due date for payment. The notice must specify the amount of the call, the time or times and place of payment and any other information as the Board resolves and the Listing Rules require.
- (b) The non-receipt of a notice of a call by, or the accidental omission to give notice of a call to, any Shareholder does not invalidate the call.

13. Payment of calls

- (a) Each Shareholder must pay to the Company the amount of each call in the manner, at the time and at the place specified in the notice of the call.
- (b) The registered holders of a Jointly Held Share are jointly and severally liable in respect of all payments which are required to be made in respect of that Share.
- (c) If the terms of issue of a Share require an amount to be paid in respect of a Share on the date of issue or any other fixed date, the Shareholder of that Share must pay that amount to the Company at that time and that amount is treated for the purposes of this Constitution as if a call for that amount had been properly made by the Board of which appropriate notice has been given.
- (d) In a proceeding to recover a call, or an amount payable due to the failure to pay or late payment of a call, proof that:
 - (i) the name of the person is entered in the Register as a registered holder of the Share on which the call was made;
 - (ii) there is a record in the minute books of the Company of the resolution making the call or the fixed amount payable by the terms of issue of the relevant Shares; and
 - (iii) notice of the call was given or taken to be given to the person in accordance with this Constitution,

is conclusive evidence of the obligation of that person to pay the call.

14. Prepayment of calls

The Company may by resolution of the Board:

- (a) accept from a Shareholder the whole or part of the amount unpaid on a Share even if no part of that amount has been called;
- (b) agree to pay interest on the whole or any part of the amount so accepted, from the date of acceptance to the date on which the amount becomes payable, at any rate agreed between the Board and the Shareholder paying the amount; and
- (c) unless otherwise agreed between the Company and the Shareholder, repay the whole or any part of the amount so accepted at any time.

15. Interest payable

- (a) If an amount called or otherwise payable to the Company in respect of a Share is not paid before or on the time for payment, the person who owes the amount must pay to the Company:
 - (i) interest on the unpaid part of the amount from the date payment is due to the date of payment at the rate that the Board resolves; and
 - (ii) all costs and expenses that the Company incurs due to the failure to pay or the late payment.
- (b) Interest pursuant to Article 15(a) accrues daily and may be capitalised at any interval that the Board resolves.
- (c) The Company may by resolution of the Board waive payment of some or all of the interest, costs or expenses payable pursuant to Article 15(a).

Forfeiture and liens

16. Forfeiture procedure

Subject to the Applicable Law, the Company may by a resolution of the Board forfeit a Share of a Shareholder if:

- (a) that Shareholder does not pay a call or other amount payable in respect of that Share on or before the date for its payment;
- (b) the Company gives that Shareholder notice in writing:
 - (i) requiring the Shareholder to pay that call or other amount, any interest on it and all costs and expenses that the Company has incurred due to the failure to pay; and
 - (i) stating that the Share is liable to be forfeited if that Shareholder does not pay to the Company, at the place specified in the notice, the amount specified in the notice, within 10 Business Days (or any longer period specified) after the date of the notice; and
- (c) that Shareholder does not pay that amount in accordance with that notice.

17. Effect of forfeiture

- (a) A person whose Shares have been forfeited:
 - (i) ceases to be a Shareholder in respect of the forfeited Shares;
 - (ii) has no claims or demands against the Company in respect of those Shares;
 - (iii) has no other rights or entitlements in respect of those Shares, except the rights that are provided by the Corporations Act or saved by this Constitution;
 - (iv) remains liable to pay, and must immediately pay, to the Company all amounts that at the date of forfeiture were payable by the person to the Company in respect of those Shares; and

- (v) must pay to the Company interest at the rate that the Board resolves on those amounts from the date of forfeiture until and including the date of payment of those amounts.
- (b) When a Share has been forfeited, the Company must give notice in writing of the forfeiture to the Shareholder registered as its holder before the forfeiture and record the forfeiture with the date of forfeiture in the Register. Failure by the Company to comply with any requirement in this Article does not invalidate the forfeiture.
- (c) A statement in writing from the Company that is signed by a Director or Secretary that a Share was forfeited on a specified date is sufficient evidence of the forfeiture of that Share and the right and title of the Company to sell, dispose of or reissue that Share.
- (d) Subject to the Applicable Law, the Company may by resolution of the Board waive any or all of its rights pursuant to Article 16 or this Article 17 on any terms that the Board resolves, and at any time before a sale, disposition, reissue or cancellation of a forfeited Share, cancel the forfeiture on any terms as the Board resolves.

18. Liens on Shares

- (a) Unless the terms of issue of a Share provide otherwise, the Company has a first ranking lien on a Share, the proceeds of sale of that Share, and all dividends and entitlements determined in respect of that Share, for:
 - (i) any amount due and unpaid in respect of that Share which has been called or is payable on a fixed date;
 - (ii) any amount which remains outstanding under loans made by the Company to acquire that Share under an employee incentive scheme, to the extent permitted by the Corporations Act;
 - (iii) all amounts that the Company is required by law to pay, and has paid, in respect of that Share; and
 - (iv) all interest and expenses due and payable to the Company in respect of the unpaid amounts, to the extent permitted by the Listing Rules.
- (b) The Company may by resolution of the Board waive any or all of its rights pursuant to Article 18(a) on any terms that the Board resolves.
- (c) The Company's lien on a Share is released if a transfer of that Share is registered by the Company without the Company giving written notice of the lien to the transferee of that Share.

19. Company payments

- (a) A Shareholder or the Personal Representative of a deceased Shareholder must pay to the Company on written demand an amount equal to all payments that the Company makes to a government or taxation authority in respect of the Shareholder, the death of the Shareholder, the Shareholder's Shares or any distributions made in respect of the Shareholder's Shares (including dividends), where the Company is either:
 - (i) obliged by law to make the relevant payment; or
 - (ii) advised by a lawyer qualified to practice in the jurisdiction of the relevant government or taxation authority that the Company is obliged by law to make the relevant payment.

- (b) The Company is not obliged to notify a Shareholder in advance of its intention to make a payment pursuant to Article 19(a).
- (c) An amount payable by a Shareholder to the Company pursuant to Article 19(a) is treated for the purposes of this Constitution as if it is a call properly made by the Board of which notice has been given on the date on which the written demand is given by the Company to the Shareholder or the Personal Representative of a deceased Shareholder.
- (d) Subject to the Applicable Law, the Company may refuse to register a transfer of any Share by a Shareholder or that Shareholder's Personal Representative until all amounts paid or payable by the Company in respect of that Share pursuant to any law has been paid to the Company by the Shareholder or the Shareholder's Personal Representative.
- (e) Nothing in this Article 19 affects any right or remedy which any law confers on the Company.

20. Dealing with Shares

- (a) Subject to the Applicable Law, the Company may sell, otherwise dispose of or reissue, a Share which has been forfeited to any person on any terms and in any manner as the Board resolves.
- (b) Subject to the Applicable Law, the Company may cancel a Share which has been forfeited pursuant to the terms on which the Share is on issue.
- (c) For the purposes of enforcing a lien, the Company may sell the Shares which are subject to the lien in any manner the Board resolves and, subject to the Applicable Law, with or without giving any notice to the Shareholder of those Shares.
- (d) The Company may do anything necessary or desirable pursuant to the Applicable Law to protect or enforce a lien or other interest in Shares to which the Company is entitled by law or pursuant to this Constitution.
- (e) Nothing in this Article 20 affects any right or remedy which any law confers on the Company.

21. Proceeds of sale

- (a) The Company must apply the proceeds of any sale of any Shares pursuant to Article 20(a) or 20(c) in the following order:
 - (i) the expenses of the sale;
 - (ii) the amounts due and unpaid in respect of those Shares; and
 - (iii) subject to the terms of issue of the Shares and any lien pursuant to Article 18 for an amount unpaid in respect of the Shares, the balance (if any) to or at the direction of the person entitled to the Shares immediately prior to the sale, on delivery by that person of any evidence of ownership of or entitlement to those Shares as the Board requires.
- (b) The Company is not required to pay interest on any amount payable pursuant to Article 21(a)(iii).

22. Sale procedure

- (a) The Company may:
 - (i) effect a transfer of Shares sold pursuant to Article 20; and
 - (ii) receive the consideration (if any) given for Shares sold pursuant to Article 20.
- (b) The validity of the sale of Shares pursuant to Article 20 may not be called into question by any person after the transfer has been registered, and the buyer of the Shares need not enquire as to the validity of the sale or the application of the sale proceeds by the Company.
- (c) The title of the buyer of Shares sold pursuant to Article 20 is not affected by any irregularity or invalidity in connection with the sale.
- (d) The sole remedy (if any) of any person aggrieved by a sale of Shares pursuant to Article 20 is in damages only and against the Company exclusively.
- (e) A certificate in writing from the Company signed by a Director or Secretary that a Share was sold, disposed of or reissued in accordance with Article 20 is conclusive evidence of those matters.

Transfer of Shares

23. Electronic Transfer Systems

- (a) The Company may do any act, matter or thing permitted pursuant to the Applicable Law to facilitate involvement by the Company in any clearing and settlement facility provided pursuant to the Applicable Law for the transfer of financial products.
- (b) The Company must comply with the obligations imposed on it by the Settlement Rules in relation to a transfer of Shares.

24. Transfers

- (a) Subject to this Constitution and any restrictions attached to a Share, a Shareholder may transfer one or more Shares that Shareholder holds by:
 - (i) a proper ASTC transfer (as defined in the Corporations Regulations, 2001 (Commonwealth));
 - (ii) a written instrument of transfer in any usual form or in any other form approved by the Board that is otherwise permitted by law; or
 - (iii) any other method that is permitted by the Applicable Law and is approved by the Board.
- (b) An instrument of transfer of a Share referred to in Article 24(a)(ii) must be:
 - (i) executed by or on behalf of the transferor and the transferee, unless the Corporations Act provides otherwise or the Board has resolved that the execution of the transferee is not required;
 - (ii) duly stamped, if required by law;

- (iii) delivered to the Company, at the place where the Register is kept, together with the certificate (if any) of the Share to be transferred and any other evidence as the Board may require to prove the title of the transferor to that Share, the right of the transferor to transfer that Share, and the proper execution of the instrument of transfer; and
- (iv) accompanied by payment of any applicable fee which the Company is entitled to charge pursuant to Article 24(e).
- (c) A Shareholder must not dispose of Restricted Securities during the escrow period for those securities, except as permitted by the Restriction Agreement, the Listing Rules or ASX.
- (d) A person transferring a Share remains the registered holder of that Share until a transfer for that Share has been effected in accordance with the Settlement Rules, or a transfer for that Share has been registered and the transferee is entered in the Register as the holder of that Share.
- (e) The Company must not charge a fee to register a transfer of a Share in accordance with this Constitution except as permitted by the Applicable Law.

25. Refusal to register transfers

- (a) The Company must not refuse or fail to register a transfer of Shares, except where required by the Applicable Law or permitted pursuant to Article 19(d), 24(b), 25 or ~~79~~81.
- (b) The Company may refuse to register a transfer of Shares where the Applicable Law permits the Company to do so and the Board so resolves.
- (c) If permitted by the Applicable Law and the Board so resolves, the Company may refuse to register an instrument of transfer of Shares where:
 - (i) the transfer is not in registrable form;
 - (ii) the Company has a lien on any of the Shares transferred;
 - (iii) the registration of the transfer may breach an Australian law or a court order;
 - (iv) the registration of the transfer will create a new holding of Shares which at the time the transfer is lodged is less than a marketable parcel;
 - (v) the transfer does not comply with the terms of an employee incentive scheme; or
 - (vi) the Company is otherwise permitted or required to do so pursuant to the terms of issue of the Shares.
- (d) The Company must refuse to register a transfer of Shares where the Applicable Law or a law about stamp duty requires the Company to do so or this Constitution otherwise requires.
- (e) The Company must refuse to acknowledge a disposal (including registering a transfer) of Restricted Securities during the escrow period for those securities, except as permitted by the Restriction Agreement, the Listing Rules or ASX.
- (f) If the Board so resolves, the Company may apply, or may ask the CSF Operator to apply, a holding lock (including to prevent a transfer, or to refuse to register a

paper-based transfer document) where the Applicable Law permits the Company to do so.

- (g) Failure by the Company to give notice of refusal to register any transfer or of any holding lock as may be required pursuant to the Applicable Law does not invalidate the refusal to register the transfer or the holding lock.

Transmission of Shares

26. Transmission on death

- (a) If the registered holder of a Share which is not Jointly Held dies, the Company must recognise only the Personal Representative of that registered holder as having any title to or interest in, or any benefits accruing in respect of, that Share.
- (b) If a registered holder of a Share which is Jointly Held dies, the Company must recognise only the surviving registered holders of that Share as having any title to or interest in, or any benefits accruing in respect of, that Share.
- (c) The estate of a deceased Shareholder is not released from any liability in respect of the Shares that are registered in the name of that Shareholder.
- (d) Where 2 or more persons are jointly entitled to any Share as a consequence of the death of the registered holder of that Share, they are taken to be Joint Holders of that Share.
- (e) Notwithstanding Articles 26(a) and 26(b), the Company may register or give effect to a transfer of Shares to a transferee who dies before the transfer is registered or given effect to by the Company.

27. Transmission Events

- (a) Subject to the Bankruptcy Act 1966 (Commonwealth) and the Applicable Law, a person who establishes to the satisfaction of the Board that it is entitled to a Share because of a Transmission Event may:
 - (i) elect to be registered as a Shareholder in respect of that Share by giving a signed notice in writing to the Company; or
 - (ii) transfer that Share to another person.
- (b) Subject to the Applicable Law, a transfer pursuant to Article 27(a) is subject to all of the provisions of this Constitution relating to transfers of Shares.

Proceedings of Shareholders

28. Calling meetings of Shareholders

- (a) The Company may by resolution of the Board call a meeting of Shareholders to be held at the time and ~~place~~venue or venues (including at 2 or more venues using technology which gives Attending Shareholders, as a whole, a reasonable opportunity to participate) and in the manner that the Board resolves.
- (b) The Board may in accordance with the Applicable Law specify a time by reference to which persons will be taken to hold Shares for the purpose of a meeting of Shareholders.

- (c) No Shareholder may call or arrange to hold a meeting of Shareholders except where permitted by the Corporations Act.

29. Notice of meetings of Shareholders

- (a) Where the Company has called a meeting of Shareholders, notice of the meeting and any proxy form for the meeting may be given in the form and in the manner in which the Board resolves, subject to any requirements of the Applicable Law.
- (b) Where the Board makes a determination under Article 38(b) in respect of a meeting of Shareholders (or a meeting of a class of Shareholders), the notice of the meeting (or a document accompanying the notice of meeting or otherwise made available to Shareholders for the purposes of the meeting) must specify the form, method and timing of giving a Direct Vote in order for the Direct Vote to be valid.
- (c) ~~(b)~~ A person may waive notice of any meeting of Shareholders by written notice to the Company.
- (d) ~~(e)~~ A person who has not duly received notice of a meeting of Shareholders may, before or after the meeting, notify the Company of the person's agreement to anything done or resolution passed at the meeting.
- (e) ~~(d)~~ A person's attendance at a meeting of Shareholders waives any objection which that person may have had to a failure to give notice, or the giving of a defective notice, of the meeting, unless the person at the beginning of the meeting objects to the holding of the meeting.
- (f) ~~(e)~~ Subject to the Corporations Act, anything done (including the passing of a resolution) at a meeting of Shareholders is not invalid because either or both a person does not receive notice of the meeting or a proxy form, or the Company accidentally does not give notice of the meeting or a proxy form to a person.

30. Holding a meeting of shareholders

- (a) The Company may hold a meeting of Shareholders:
- (i) at one or more physical venues;
- (ii) at one or more physical venues and using Virtual Meeting Technology; or
- (iii) using Virtual Meeting Technology only (but only if permitted by:
- A. an ASIC determination pursuant to section 253TA of the Corporations Act that permits the meeting to be held using Virtual Meeting Technology only; or
- B. any other Corporations Act provision that permits the meeting to be held using Virtual Meeting Technology only and which applies even though using Virtual Meeting Technology only is not expressly required or permitted by this Constitution).
- provided that the Shareholders entitled to attend the meeting, as a whole, are given a reasonable opportunity to participate in the meeting.
- (b) A Shareholder who attends a meeting of Shareholders (whether at a physical venue or by using Virtual Meeting Technology) is taken for all purposes to be present in person at the meeting while so attending.

- (c) If a meeting of Shareholders is held using Virtual Meeting Technology, the Board may (subject to the Applicable Law) make rules or requirements in connection with participation in the meeting by that technology, including rules or requirements to verify the identity of a person or to ensure the security of the technology. The Board may communicate such rules and procedures (or instructions on how they can be accessed) to Shareholders by notification to the ASX.
- (d) If, before or during a meeting of Shareholders that is held or appointed to be held using Virtual Meeting Technology, any technical difficulty occurs where all Shareholders entitled to attend the meeting may not be able to participate, the Chair may:
 - (i) postpone or adjourn the meeting until the difficulty is remedied or to such other time or venue as the Chair determines; or
 - (ii) subject to the Corporations Act, continue the meeting provided that a quorum remains present and able to participate in the meeting.
- (e) Subject to the Corporations Act, a meeting of Shareholders held using Virtual Meeting Technology and anything done (including the passing of a resolution) at the meeting is not invalid because of the inability of one or more Shareholders to access, or to continue to access, the Virtual Meeting Technology for the meeting, provided that sufficient Shareholders are able to participate in the meeting as are required to constitute a quorum.

31. ~~30.~~ Business of meetings

Except with the approval of the Board, with the permission of the chairperson of the meeting or pursuant to the Corporations Act, no person may move at any meeting of Shareholders:

- (a) any resolution (except in the form set out in the notice of meeting given pursuant to Article 29(a)); or
- (b) any amendment of any resolution or a document which relates to any resolution and a copy of which has been made available to Shareholders to inspect or obtain.

32. ~~31.~~ Quorum

- (a) No business may be transacted at a meeting of Shareholders except, subject to Article ~~32~~33, the election of the chairperson of the meeting unless a quorum for a meeting of Shareholders is present at the time when the meeting commences.
- (b) A quorum for a meeting of Shareholders is 5 Attending Shareholders entitled to vote on a resolution at that meeting. Each individual present may only be counted once towards a quorum. If a Shareholder has appointed more than one proxy or attorney or Corporate Representative, only one of them may be counted towards a quorum. If a Shareholder entitled to vote on a resolution at that meeting would not otherwise be counted in the quorum and that Shareholder casts a valid Direct Vote, then that Shareholder must also be counted in the quorum.
- (c) If a quorum is not present within 30 minutes after the time appointed for the commencement of a meeting of Shareholders, the meeting is dissolved unless the chairperson of the meeting or the Board adjourn the meeting to a date, time and ~~place~~venue or venues (including using Virtual Meeting Technology) determined by that chairperson or the Board.
- (d) If a quorum is not present within 30 minutes after the time appointed for the commencement of an adjourned meeting of Shareholders, the meeting is dissolved.

33. ~~32.~~ Chairperson of meetings of Shareholders

- (a) Subject to Articles ~~32~~33(b) and ~~32~~33(c), the chairperson of the Board must chair each meeting of Shareholders.
- (b) If at a meeting of Shareholders:
 - (i) there is no chairperson of the Board; or
 - (ii) the chairperson of the Board is not present within 15 minutes after the time appointed for the commencement of a meeting of Shareholders or is not willing to chair all or part of the meeting,

the Directors who are or will be present at the meeting may (by majority vote) elect one of their number or, in the absence of all the Directors or if none of the Directors present is willing to act, the Attending Shareholders may elect one of their number, to chair that meeting.

- (c) A chairperson of a meeting of Shareholders may, for any item of business at that meeting or for any part of that meeting, vacate the chair in favour of another person nominated by him or her (**Acting Chair**). Where an instrument of proxy appoints the chairperson as proxy for part of proceedings for which an Acting Chair has been nominated, the instrument of proxy is taken to be in favour of the Acting Chair for the relevant part of the proceedings.

34. ~~33.~~ Conduct of meetings of Shareholders

- (a) Subject to the Corporations Act, the chairperson of a meeting of Shareholders is responsible for the general conduct of that meeting and for the procedures to be adopted at that meeting.
- (b) The chairperson of a meeting of Shareholders may make rulings without putting the question (or any question) to the vote if that action is required to ensure the orderly conduct of the meeting.
- (c) The chairperson of a meeting of Shareholders may determine the procedures to be adopted for proper and orderly discussion or debate at the meeting, and the casting or recording of votes at the meeting.
- (d) The chairperson of a meeting of Shareholders may determine any dispute concerning the admission, validity or rejection of a vote at the meeting.
- (e) The chairperson of a meeting of Shareholders may, subject to the Corporations Act, at any time terminate discussion or debate on any matter being considered at the meeting and require that matter be put to a vote.
- (f) The chairperson of a meeting of Shareholders may refuse to allow debate or discussion on any matter which is not business referred to in the notice of that meeting or is not business of the meeting permitted pursuant to the Corporations Act without being referred to in the notice of meeting.
- (g) The chairperson of a meeting of Shareholders may refuse any person admission to, or require a person to leave and remain out of, the meeting if that person:
 - (i) in the opinion of the chairperson, is not complying with the reasonable directions of the chairperson;
 - (ii) has any audio or visual recording or broadcasting device;

- (iii) has a placard or banner;
 - (iv) has an article the chairperson considers to be dangerous, offensive or liable to cause disruption;
 - (v) behaves or threatens to behave in a dangerous, offensive or disruptive manner;
 - (vi) refuses to produce or to permit examination of any article, or the contents of any article, in the person's possession; or
 - (vii) is not entitled pursuant to the Corporations Act or this Constitution to attend the meeting.
- (h) If the chairperson of a meeting of Shareholders considers that there are too many persons present at the meeting to fit into the venue where the meeting is to be held, the chairperson may (without giving notice or putting the matter to a vote of Shareholders) nominate ~~an additional or~~ separate meeting ~~place~~venue using any technology that gives Attending Shareholders entitled to attend the meeting, as a whole, a reasonable opportunity to participate.
- (i) The chairperson of a meeting of Shareholders may delegate any power conferred by this Article ~~33~~34 to any person.
- (j) Nothing contained in this Article ~~33~~34 limits the powers conferred by law on the chairperson of a meeting of Shareholders.

35. ~~34.~~ **Attendance** Participation at meeting of Shareholders

- (a) Subject to this Constitution, the Applicable Law and any rights and restrictions attached to a class of Shares, a Shareholder who is entitled to attend, participate and cast a vote at a meeting of Shareholders, may attend, participate and vote in person or by proxy, by attorney or, if the Shareholder is a body corporate, by Corporate Representative or if a determination has been made by the Board pursuant to Article 38(b), vote by Direct Vote.
- (b) Subject to this Constitution and the Applicable Law, a Shareholder may only vote at or in respect of a meeting of Shareholders by one of the permitted methods in Article 35(a) in respect of a Share.
- (c) ~~(b)~~ The chairperson of a meeting of Shareholders may require a person acting as a proxy, attorney or Corporate Representative at that meeting to establish to the chairperson's satisfaction that the person is the person who is duly appointed to act. If the person fails to satisfy this requirement, the chairperson may exclude the person from attending, participating or voting at the meeting.
- (d) ~~(c)~~ A Director is entitled to receive notice of and to attend all meetings of Shareholders and all meetings of a class of Shareholders and is entitled to speak at those meetings.
- (e) ~~(d)~~ A person who is requested by the Board to attend a meeting of Shareholders or a meeting of a class of Shareholders is, regardless of whether that person is a Shareholder, entitled to attend that meeting and, at the request of the chairperson of the meeting, is entitled to speak at that meeting.

36. ~~35.~~ **Authority of Attending Shareholders**

- (a) Unless otherwise provided in the document or resolution appointing a person as proxy, attorney or Corporate Representative of a Shareholder, the person so

appointed has the same rights to speak, demand a poll, join in demanding a poll or act generally at a meeting of Shareholder to which the appointment relates, as the appointing Shareholder would have had if that Shareholder was present at the meeting.

- (b) Unless otherwise provided in the document or resolution appointing a person as proxy, attorney or Corporate Representative of a Shareholder, the appointment is taken to confer authority to:
 - (i) vote on any amendment moved to a proposed resolution and on any motion that a proposed resolution not be put or any similar motion; and
 - (ii) vote on any procedural motion, including any motion to elect the chairperson of the meeting of Shareholders to which the appointment relates, to vacate the chair or to adjourn the meeting,

even though the appointment may refer to specific resolutions and may direct the proxy, attorney or Corporate Representative how to vote on particular resolutions.

- (c) Unless otherwise provided in the document or resolution appointing a person as proxy, attorney or Corporate Representative of a Shareholder, the appointment is taken to confer authority to attend and vote at a meeting which is rescheduled, postponed or adjourned to another time or changed to another ~~place~~[venue or held using another technology](#), even though the appointment may refer to a specific meeting to be held at a specified time or ~~place~~[venue or using specific technology](#).

37. ~~36.~~ Multiple appointments

- (a) If more than one attorney or Corporate Representative appointed by a Shareholder is present at a meeting of Shareholders and the Company has not received notice of any revocation of any of the appointments:
 - (i) an attorney or Corporate Representative appointed to act at that particular meeting may act to the exclusion of an attorney or Corporate Representative appointed pursuant to a standing appointment; and
 - (ii) subject to Article ~~36~~[37](#)(a)(i), an attorney or Corporate Representative appointed pursuant to the most recent appointment may act to the exclusion of an attorney or Corporate Representative appointed earlier in time.
- (b) An appointment of a proxy of a Shareholder is revoked (or, in the case of a standing appointment, suspended for that particular meeting of Shareholders) if the Company receives a further appointment of a proxy from that Shareholder which would result in there being more than 2 proxies of that Shareholder entitled to act at the meeting. The appointment of proxy made first in time is the first to be treated as revoked or suspended by this Article ~~36~~[37](#)(b).
- (c) The appointment of a proxy for a Shareholder is not revoked by an attorney or Corporate Representative for that Shareholder attending and taking part in a meeting of Shareholders to which the appointment relates, but if that attorney or Corporate Representative votes on a resolution at that meeting, the proxy is not entitled to vote, and must not vote, as the Shareholder's proxy on that resolution.

38. ~~37.~~ Voting at meeting of Shareholders

- (a) A resolution put to the vote at a meeting of Shareholders must be decided on a show of hands, unless:

- (i) [the Corporations Act or the Direct Voting Rules require that the resolution must be decided on a poll; or](#)
 - (ii) a poll is demanded in accordance with Article ~~40~~[42](#) and that demand is not withdrawn.
- (b) ~~The~~[Subject to Applicable Law, the](#) Board may determine that Shareholders entitled to attend and vote at a meeting of Shareholders or at a meeting of a class of Shareholders may vote at ~~that meeting without an Attending Shareholder in respect of that person being present at that meeting (and voting in this manner is referred to in this Article 37(b) as direct voting).~~ The Board may determine rules and procedures in relation to direct voting, including the class of Shareholders entitled to cast a direct vote, the manner in which a direct vote may be cast, the circumstances in which a direct vote will be valid and the effect of a Shareholder casting both a direct vote and a vote in any other manner. Where a notice of meeting specifies that direct voting may occur by eligible Shareholders, a direct vote cast by an eligible Shareholder is taken to have been cast by that person at the meeting if the rules and procedures for direct voting determined by the Board (whether set out in the notice or for the purpose of [that](#) meeting or otherwise) are complied with [by a Direct Vote](#).
- (c) Subject to this Constitution and any rights or restrictions attached to a class of Shares, on a [vote on a resolution by a](#) show of hands at a meeting of Shareholders:
 - (i) each Attending Shareholder having the right to vote on the resolution has one vote [only](#), ~~provided that~~[including](#) where a person is entitled to vote in more than one capacity, ~~that person is entitled only to one vote;~~ [and](#)
 - (ii) [a Direct Vote is not counted](#).
- (d) Subject to this Constitution and any rights or restrictions attached to a class of Shares, on a poll at a meeting of Shareholders, each Attending Shareholder having the right to vote on the resolution has:
 - (i) one vote for each fully paid up Share held by that Attending Shareholder or by the Shareholder that the Attending Shareholder represents; and
 - (ii) a fraction of one vote for each partly paid up Share held by that Attending Shareholder or by the Shareholder that Attending Shareholder represents. The fraction is equal to the proportion which the amount paid up bears to the total issue price of that Share. Any amounts credited without payment in money or other consideration being made to the Company and any amounts paid up in advance of the applicable due date for payment are ignored when calculating the proportion; [and](#)
- ~~(e) Subject to this Constitution and any rights or restrictions attached to a class of Shares, where the Board has determined other means (including electronic) permitted by law for the casting and recording of votes by Shareholders on any resolution to be put at a meeting of Shareholders, each Shareholder having a right to vote on the resolution has:~~
 - ~~(i) one vote for each fully paid up Share that the Shareholder holds; and~~
 - ~~(ii) a fraction of one vote for each partly paid up Share that the Shareholder holds. The fraction is equal to the proportion which the amount paid up bears to the total issue price of that Share. Any amounts credited without payment in money or other consideration being made to the~~

~~Company and any amount paid up in advance of the applicable due date for payment are ignored when calculating the proportion.~~

each Direct Vote validly given (and not revoked pursuant to Article 40) by a Shareholder is treated as if the Shareholder cast the vote on the poll at the meeting and must be counted accordingly.

- ~~(e)~~ ~~(f)~~ If the total number of votes to which a person has pursuant to Article ~~37~~38(d)-~~or 37(e)~~ does not constitute a whole number, the Company must disregard the fractional part of that total.
- ~~(f)~~ ~~(g)~~ An objection to a right to vote at a meeting of Shareholders or to a determination to allow or disregard a vote (including in either case a Direct Vote) at the meeting may only be made at that meeting (or any resumed meeting if that meeting is adjourned). Any objection pursuant to this Article ~~37~~38(g) must be decided by the chairperson of the meeting of Shareholders, whose decision, made in good faith, is final and conclusive.
- ~~(g)~~ ~~(h)~~ Except where a resolution at a meeting of Shareholders requires a special majority pursuant to the law or the Listing Rules, the resolution is passed if more votes are cast by Shareholders entitled to vote in favour on the resolution than against it.
- ~~(h)~~ ~~(i)~~ In the case of an equality of votes on a resolution at a meeting of Shareholders, the chairperson of that meeting does not have a casting vote on that resolution.
- ~~(i)~~ ~~(j)~~ Unless a poll is demanded and the demand is not withdrawn, a determination by the chairperson of a meeting of Shareholders following a vote on a show of hands that a resolution has been passed or not passed is conclusive, without proof of the number or proportion of the votes recorded in favour or against the resolution.
- ~~(j)~~ The Chair of a meeting of Shareholders may decide any difficulty or dispute which arises as to the number of votes which may be cast by or on behalf of any Shareholder and the decision of the Chair is final and conclusive.

39. ~~38.~~ Voting by representatives

- (a) A person who is entitled to be registered as the holder of a Share because of a Transmission Event may vote in respect of that Share at a meeting of Shareholders provided that person has satisfied the Board of that entitlement not less than 48 hours before the time appointed for the commencement of that meeting. Any vote by that person so entitled must be accepted to the exclusion of the vote of the registered holder of that Share.
- (b) The parent or guardian of an infant Shareholder may vote at a meeting of Shareholders upon production of any evidence of the relationship or of the appointment of the guardian as the Board may require and any vote so made by the parent or guardian of an infant Shareholder must be accepted to the exclusion of the vote of the infant Shareholder.
- (c) The validity of any resolution passed at a meeting of Shareholders is not affected by the failure of any proxy or attorney to vote in accordance with directions (if any) of the appointing Shareholder.
- (d) If a proxy of a Shareholder purports to vote in a way or circumstances that contravene the Corporations Act, on a show of hands the vote of that proxy is invalid and the Company must not count it. If a poll is demanded, votes which the Corporations Act require a proxy of a Shareholder to cast in a given way must be treated as cast in that way.

- (e) Subject to this Constitution and the Applicable Law, a vote cast at a meeting of Shareholders by a person appointed by a Shareholder as a proxy, attorney or Corporate Representative is valid despite:
- (i) a Transmission Event occurring in respect of that Shareholder; or
 - (ii) the revocation of the appointment (or the authority pursuant to which the appointment was ~~executed~~made),
- if no notice in writing of that matter has been received by the Company at its registered office at least 48 hours (or any shorter time as the Board may permit or specified by the Corporations Act) before the time appointed for the commencement of ~~the~~ meeting the adjourned meeting.
- (f) A vote cast at a meeting of Shareholders by a person appointed by a Shareholder as a proxy, attorney or Corporate Representative is valid despite the transfer of the Share in respect of which the appointment is made, if the transfer is not registered or does not take effect pursuant to the Applicable Law by the time for determining Shareholders for the purposes of that meeting in accordance with this Constitution.

40. Direct Votes

- (a) Subject to this Constitution, the Board may determine rules and procedures in relation to the giving of Direct Votes for a meeting of Shareholders (or a meeting of a class of Shareholders), including:
- (i) the form, method and timing of giving a Direct Vote at or for the purposes of the meeting in order for the vote to be valid;
 - (ii) the effect of a Shareholder casting both a Direct Vote and a vote in any other manner; and
 - (iii) the manner in which a Direct Vote may be revoked by a Shareholder.
- (b) A Direct Vote given by a Shareholder for a meeting of Shareholders must:
- (i) if given by post or fax, be signed by the Shareholder, a properly authorised attorney of the Shareholder, or if the Shareholder is a company, a duly authorised officer; or
 - (ii) if given electronically, be signed or authorised by the Shareholder in the manner approved by the Board or specified in the notice of meeting.
- (c) A Direct Vote given by a Shareholder for a meeting of Shareholders for which a determination has been made pursuant to Article ~~28~~38(b) is valid if it contains the following information:
- (i) the Shareholder's name and address or any applicable identification details (such as a shareholder registration number or holder identification number) approved by the Board or specified in the notice of meeting; and
 - (ii) the Shareholder's voting intention on any or all of the resolutions to be put before the meeting.
- (d) The Company receives a Direct Vote given by a Shareholder for a meeting of Shareholders when the Direct Vote (and any authority pursuant to which the Direct Vote was signed or authorised or a certified copy of the authority) is received:
- (i) at the Company's registered office; or

- (ii) at a place, fax number or electronic address, or by the electronic means, specified for that purpose in the notice of meeting.
- (e) A Direct Vote given by a Shareholder for a meeting of Shareholders for which a determination has been made pursuant to Article 38(b) is effective only if the Company receives the Direct Vote (and any authority pursuant to which the Direct Vote was signed or authorised or a certified copy of the authority) not less than 48 hours (or in the case of an adjournment or postponement of a meeting, any shorter period as the Board may permit) before the time appointed for the commencement of the meeting or the adjourned or postponed meeting (as the case maybe).
- (f) A Direct Vote given by a Shareholder for a meeting of Shareholders for which a determination has been made pursuant to Article 38(b):
 - (i) is not revoked by the Shareholder attending and taking part in the meeting, but if that Shareholder votes on a resolution at that meeting, the Direct Vote by the Shareholder is revoked;
 - (ii) is revoked if the Company receives a further valid Direct Vote for the meeting from the Shareholder;
 - (iii) is revoked if, after the Direct Vote is received by the Company, the Company receives a valid appointment of a proxy, attorney or Corporate Representative by that Shareholder for that meeting;
 - (iv) revokes (or in the case of a standing appointment, suspends for the meeting of Shareholders to which the Direct Vote relates) the authority of the appointment of a proxy, attorney or Corporate Representative made by that Shareholder under an appointment received by the Company before the Direct Vote was received.
- (g) Subject to this Constitution and the Applicable Law, a Direct Vote given by a Shareholder for a meeting of Shareholders for which a determination has been made pursuant to Article 38(b) is valid even if prior to the vote being counted:
 - (i) a Transmission Event occurs in respect of that Shareholder; or
 - (ii) where the Direct Vote is given on behalf of the Shareholder by an attorney, the appointment of the attorney or the authority pursuant to which the appointment was made is revoked,

if no notice in writing of that matter has been received by the Company at least 48 hours (or any shorter period as the Board may permit or specified by the Corporations Act) before the time appointed for the commencement of the meeting or adjourned meeting to which the Direct Vote relates.
- (h) Subject to this Constitution and the Applicable Law, a Direct Vote given by a Shareholder for a meeting of Shareholders for which a determination has been made pursuant to Article 38(b) is valid despite the transfer of the Share in respect of which the Direct Vote relates, if the transfer is not registered or does not take effect pursuant to the Applicable Law by the time for determining Shareholders for the purposes of that meeting in accordance with this Constitution.
- (i) If the Chair of a meeting of Shareholders determines it is appropriate, a valid Direct Vote given by a Shareholder on a resolution at the meeting is taken to be a Direct Vote on that resolution as amended.

41. ~~39.~~ Restrictions on voting rights

- (a) If there is more than one Shareholder of a Jointly Held Share present at a meeting of Shareholders (either in person, by proxy, attorney or Corporate Representative), only the vote by the Shareholder who is present (either in person, by proxy, attorney or Corporate Representative) whose name appears first in the Register in respect of that Share will count.
- (b) The authority of a proxy or attorney for a Shareholder to speak or vote at a meeting of Shareholders in respect of the Shares to which the authority relates is suspended while the Shareholder is present in person at that meeting.
- (c) If a Shareholder has appointed two proxies in respect of a meeting of Shareholders and each proxy attends that meeting, neither of those proxies may vote:
 - (i) on a show of hands; or
 - (ii) on a poll if the number or proportion of the Shareholder's vote for which the proxies have been appointed exceeds the total number or proportion of votes that could be cast by the Shareholder.
- (d) A Shareholder who holds Restricted Securities is not entitled to any voting rights in respect of those Restricted Securities during a breach of the Listing Rules or a breach of a Restriction Agreement relating to those Restricted Securities, except as permitted by the Restriction Agreement, the Listing Rules or ASX.
- (e) An Attending Shareholder is not entitled to vote on any resolution in respect of any Shares on which any calls due and payable in respect of those Shares have not been paid.
- (f) ~~(e)~~ An Attending Shareholder is not entitled to vote on a resolution at a meeting of Shareholders ~~where that vote is prohibited by~~ if:
 - (i) under the Applicable Law ~~or, the Attending Shareholder must not vote or must abstain from voting on the resolution;~~
 - (ii) under the Applicable Law, a vote on the resolution by the Attending Shareholder must be disregarded for any purposes; or
 - (iii) a vote on the resolution by the Attending Shareholder is prohibited by an order of a court of competent jurisdiction.
- (g) ~~(f)~~ The Company must disregard any vote on a resolution at a meeting of Shareholders purported to be cast by an Attending Shareholder where that person is not entitled to vote on that resolution. A failure by the Company to disregard a vote on a resolution as required by this Article ~~39~~41 ~~(fg)~~ does not invalidate that resolution or any act, matter or thing done at the meeting, unless that failure occurred by wilful default of the Company or of the chairperson of that meeting.

42. ~~40.~~ Polls

- (a) A poll on a resolution at a meeting of Shareholders may be demanded by a Shareholder only in accordance with the Corporations Act or by the chairperson of that meeting.
- (b) No poll may be demanded at a meeting of Shareholders on the election of a chairperson of that meeting, or unless the chairperson of the meeting otherwise determines, the adjournment of that meeting.

- (c) A demand for a poll may be withdrawn.
- (d) A poll demanded on a resolution at a meeting of Shareholders for the adjournment of that meeting must be taken immediately. A poll demanded on any other resolution at a meeting of Shareholders must be taken in the manner and at the time and place the chairperson of the meeting directs.
- (e) The result of a poll demanded on a resolution of a meeting of Shareholders is a resolution of that meeting.
- (f) A demand for a poll on a resolution of a meeting of Shareholders does not prevent the continuance of that meeting or that meeting dealing with any other business.

43. ~~41.~~ Proxies

- (a) A Shareholder who is entitled to attend and vote at a meeting of Shareholders may appoint a person as proxy to attend and vote for the Shareholder in accordance with the Corporations Act but not otherwise.
- (b) A proxy appointed in accordance with the Corporations Act to attend and vote may only exercise the rights of the Shareholder on the basis and subject to the restrictions provided in the Corporations Act.
- (c) A form of appointment of proxy is valid if it is in accordance with the Corporations Act or in any other form (including electronic) which the Board may determine or accept.
- (d) If the name of the proxy or the name of the office of the proxy in a proxy appointment of a Shareholder is not filled in, the proxy of that Shareholder is:
 - (i) the person specified by the Company in the form of proxy in the case that Shareholder does not choose; or
 - (ii) if no person is so specified, the chairperson of that meeting.

44. ~~42.~~ Receipt of appointments

- (a) An appointment of proxy or attorney for a meeting of Shareholders is effective only if the Company receives the appointment (and any authority pursuant to which the appointment was signed or a certified copy of the authority) not less than 48 hours before the time appointed for the commencement of the meeting or, in the case of an adjourned meeting, resumption of the meeting.
- (b) Where a notice of meeting specifies an electronic address or other electronic means by which a Shareholder may give the Company a proxy appointment, a proxy given at that electronic address or by that other electronic means is taken to have been given by the Shareholder and received by the Company if the requirements set out in the notice of meeting are complied with.

45. ~~43.~~ Adjournments

- (a) The chairperson of a meeting of Shareholders may at any time during the meeting adjourn the meeting or any business, motion, question or resolution being considered or remaining to be considered at the meeting or any discussion or debate, either to a later time at the same meeting or to an adjourned meeting to be held at the time and ~~place~~venue or venues (including using Virtual Meeting Technology) determined by the chairperson.

- (b) If the chairperson of a meeting of Shareholders exercises the right to adjourn that meeting pursuant to Article ~~43~~45(a), the chairperson may (but is not obliged to) obtain the approval of Attending Shareholders to the adjournment.
- (c) No person other than the chairperson of a meeting of Shareholders may adjourn that meeting.
- (d) The Company may give such notice of a meeting of Shareholders resumed from an adjourned meeting as the Board resolves. Failure to give notice of an adjournment of a meeting of Shareholders or the failure to receive any notice of the meeting does not invalidate the adjournment or anything done (including the passing of a resolution) at a resumed meeting.
- (e) Only business left unfinished is to be transacted at a meeting of Shareholders which is resumed after an adjournment.

46. ~~44.~~ **Cancellations and, postponements and other changes**

- (a) Subject to the Corporations Act, the Company may by resolution of the Board :
 - (i) ~~cancel or postpone a meeting of Shareholders or change the place for the meeting,~~ prior to the date on which the meeting is to be held;
 - (ii) change or remove any venue for the meeting; or
 - (iii) change or remove any technology for the meeting.
- (b) Article ~~44~~46(a)(i) does not apply to a meeting called in accordance with the Corporations Act by a Director, by Shareholders or by the Board on the request of Shareholders, unless that Director or those Shareholders consent to the cancellation or postponement of the meeting.
- (c) Subject to the ~~Listing Rules~~Applicable Law, the Company may give notice of a cancellation or postponement of, or change or removal of ~~place of a venue or technology for,~~ a meeting of Shareholders as the Board resolves. Failure to give notice of a cancellation or postponement of, or change or removal of ~~place of venue or technology for,~~ a meeting of Shareholders or the failure to receive any notice of the meeting does not invalidate the cancellation, postponement ~~or,~~ change ~~of place of a meeting or removal~~ or anything done (including the passing of a resolution) at a postponed meeting or the meeting at the ~~new place~~revised venue or using the revised technology.
- (d) Subject to the Corporations Act, where a meeting of Shareholders is convened by a person or persons other than the Board, this person or those persons may cancel or, with the approval of the Board, postpone the meeting, prior to the date on which the meeting is to be held.
- (e) ~~(d)~~ The only business that may be transacted at a meeting of Shareholders the holding of which is postponed is the business specified in the original notice calling the meeting.

47. ~~45.~~ Meetings of a class of Shareholders

All the provisions of this Constitution relating to a meeting of Shareholders apply so far as they are capable of application and with any necessary changes to a meeting of a class of Shareholders required to be held pursuant to this Constitution or the Applicable Law except that:

- (a) a quorum is 2 Attending Shareholders who hold (or whose Shareholder that they represent holds) Shares of the class, or if only one person holds all the Shares of the class, that person (or an Attending Shareholder representing that person), If a Shareholder who holds Shares of the relevant class and is entitled to vote on a resolution at that meeting would not otherwise be counted in the quorum and that Shareholder casts a valid Direct Vote, then that Shareholder must be counted in the quorum; and
- (b) any Attending Shareholder who holds (or whose Shareholder that they represent holds) Shares of the class may demand a poll.

Directors

48. ~~46.~~ Appointment of Directors

- (a) The number of Directors (not counting alternate directors of the Company) must be the number, not being less than 3 nor more than 12, determined by the Directors, but the number so determined at a particular time must not be less than the number of Directors when the determination takes effect.
- (b) Subject to Article ~~46~~48(a), the Board may appoint any person as a Director.
- (c) Subject to Article ~~46~~48(a), the Company may, at a meeting of Shareholders at which a Director retires or otherwise vacates office, by resolution fill the vacated office by electing a person to that office.
- (d) A Director need not be a Shareholder.

49. ~~47.~~ Retirement of Directors

- (a) Subject to Article ~~47~~49(d), a Director must retire from office no later than the longer of the third annual general meeting of the Company or 3 years, following that Director's last election or appointment.
- (b) If no Director would otherwise be required to retire pursuant to Article ~~47~~49(a) but the Listing Rules require that an election of Directors be held at an annual general meeting, the Director to retire at that meeting is (subject to Article ~~47~~49(d)) any Director who wishes to retire and offer himself or herself for re-election, otherwise it is:
 - (i) the Director who has held office as Director the longest period of time since his or her last election or appointment to that office; or
 - (ii) if two or more Directors have held office for the same period of time, the Director determined by lot, unless those Directors agree otherwise. A Director who retires pursuant to Article ~~47~~49(a) or ~~47~~49(b) holds office as a Director until the end of the meeting at which the Director retires and is eligible for re-election.
- (c) Subject to Article ~~47~~49(d), a Director appointed pursuant to Article ~~46~~48(b) must retire at the next annual general meeting occurring after that appointment and is

eligible for re-election at that meeting, but is not to be taken into account in determining the number of Directors who are to retire pursuant to Article ~~47~~49(b).

- (d) The following persons are not subject to Article ~~47~~49(a), ~~47~~49(b), ~~47~~49(b)(ii) or ~~47~~49(c) and are not taken into account in determining the Directors required to retire at an annual general meeting:
 - (i) the managing director of the Company, or if there is more than one managing director, the managing director of the Company nominated by the Board for the purpose of this Article ~~47~~49; and
 - (ii) an alternate director of the Company.
- (e) No person, other than a Director retiring pursuant to this Article ~~47~~49 or a Director appointed pursuant to Article ~~46~~48(b) or a person nominated by the Board, is eligible to be appointed as a Director at any meeting of Shareholders unless a nomination signed by a Shareholder accompanied by the consent of the nominee to act is given to the Company at least 35 Business Days before the meeting (or, in the case of a meeting that Shareholders have requested Directors to call in accordance with the Corporations Act, 30 Business Days).

50. ~~48.~~ Termination of office

A person ceases to be a Director if the person:

- (a) fails to attend Board meetings (either personally or by an alternate director) for a continuous period of 3 months without the consent of the Board;
- (b) resigns by notice in writing to the Company;
- (c) retires pursuant to Article ~~47~~49 and is not re-elected;
- (d) is removed from office pursuant to the Corporations Act;
- (e) is an Executive Director and ceases to be an employee of the Company or of a related body corporate of the Company;
- (f) becomes an insolvent under administration;
- (g) becomes of unsound mind or a person whose property is liable to be dealt with pursuant to a law about mental health; or
- (h) is not permitted to be a director, or to manage a corporation, pursuant to the Corporations Act.

51. ~~49.~~ Alternate directors

- (a) A Director may:
 - (i) without the need for approval of other Directors, appoint another Director; and
 - (ii) with the approval of a majority of the other Directors, appoint a person who is not a Director,

as an alternate director of that Director for any period. An alternate director need not be a Shareholder.

- (b) The appointing Director may terminate the appointment of his or her alternate director at any time.
- (c) A notice of appointment, or termination of appointment, of an alternate director by the appointing Director is effective only if the notice is in writing and signed by that Director and is effective when given to the Company.
- (d) An alternate director is entitled to receive notice of Board meetings and, subject to this Constitution and the Applicable Law, to attend, count in the quorum of, speak at, and vote at a Board meeting at which his or her appointing Director is not present.
- (e) Subject to this Constitution, the Applicable Law, and the instrument of appointment of an alternate director, an alternate director may exercise all of the powers (except the power pursuant to Article ~~49~~51(a)) of a Director, to the extent that that his or her appointing Director has not exercised them.
- (f) The office of an alternate director is terminated if the appointing Director ceases to be a Director.
- (g) Subject to Article ~~50~~52(h), the Company is not required to pay any remuneration or benefit to an alternate director.
- (h) An alternate director is an officer of the Company and not an agent of his or her appointing Director.

52. ~~50.~~ Remuneration and benefits of Directors

- (a) Subject to Article ~~50~~52(g), the Company may pay or provide to the Non-Executive Directors fees in an amount or value determined by the Board which does not in any financial year exceed in aggregate the amount last determined by the Company in general meeting (or until so determined, as the Board determines). This Article does not apply to any payments made pursuant to Articles ~~50~~52(f), ~~50~~52(h), ~~50~~52(i), ~~50~~52(j) and ~~54~~56.
- (b) The fees pursuant to Article ~~50~~52(a) may be a fixed sum for attendance at each Board meeting or may be a share of the fixed amount or value determined by the Board pursuant to Article ~~50~~52(a). If the fees are a share of such fixed amount or value, those fees are to be allocated among the Non-Executive Directors on an equal basis having regard to the proportion of the relevant year for which each of them held office, or as the Board otherwise resolves.
- (c) The fees pursuant to Article ~~50~~52(a) may be provided in cash or any other manner agreed between the Company and the relevant Non-Executive Director. The Board must determine the manner in which the value of any non-cash benefit is to be calculated.
- (d) The fees of a Non-Executive Director are taken to accrue from day to day, except that fees in the form of a non-cash benefit are taken to accrue at the time the benefit is provided to the Director, subject to the terms on which the benefit is provided.
- (e) Subject to Article ~~50~~52(g) and any agreement with the Company, the Company may pay to each Executive Director an amount of remuneration determined by the Board.
- (f) If any Director, with the approval of the Board, performs extra or special services, the Company may, subject to the Corporations Act and Article ~~50~~52(g), pay additional remuneration or provide benefits to that Director as the Board resolves.

- (g) The Company must not pay remuneration to Directors that is calculated as a commission on, or a percentage of operating revenue, or in the case of Non-Executive Directors, profits.
- (h) The Company must pay all reasonable travelling, accommodation and other expenses that a Director or alternate director properly incurs in attending meetings of the Board, committees of the Board, meetings of Shareholders, or otherwise in connection with the business of the Company.
- (i) Subject to the Applicable Law, the Company may establish and contribute to a fund, trust or scheme for the benefit of:
 - (i) past or present employees or Directors of the Company or a related body corporate of the Company; or
 - (ii) the dependants of, or persons connected with or nominated by, any person referred to in Article ~~50~~52(i)(i).
- (j) Subject to the Applicable Law, the Company may, or may agree to, pay provide or make any payment or other benefit to a Director, a director of a related body corporate of the Company or any other person in connection with that person's or someone else's retirement, resignation from or loss of office, or death while in office.

53. ~~51.~~ Interests of Directors

- (a) A Director is not disqualified by reason only of being a Director (or the fiduciary obligations arising from that office) from:
 - (i) holding an office (except auditor) or place of profit or employment in the Company or a related body corporate of the Company;
 - (ii) holding an office or place of profit or employment in any other company, body corporate, trust or entity promoted by the Company or in which it has an interest;
 - (iii) being a member, creditor or otherwise be interested in any body corporate (including the Company), partnership or entity, except auditor of the Company;
 - (iv) entering into any agreement or arrangement with the Company; or
 - (v) acting in a professional capacity (or being a member of a firm which acts in a professional capacity) for the Company, except as auditor of the Company.
- (b) Each Director must comply with Applicable Law in relation to the disclosure of the Director's interests.
- (c) A Director who has a material personal interest in a matter that is being considered at a Board meeting must not be present while the matter is being considered at the meeting nor vote on the matter, except where permitted by the Corporations Act.
- (d) If a Director has an interest in a matter, then subject to Article ~~54~~53(c), Article ~~54~~53(e) and this Constitution:
 - (i) that Director may be counted in a quorum at the Board meeting that considers matters that relate to the interest provided that Director is entitled to vote on at least one of the resolutions to be proposed at that Board meeting;

- (ii) that Director may participate in and vote on matters that relate to the interest;
 - (iii) the Company may proceed with any transaction that relates to the interest and the Director may participate in the execution of any relevant document by or on behalf of the Company;
 - (iv) the Director may retain the benefits pursuant to any transaction that relates to the interest even though the Director has the interest; and
 - (v) the Company cannot avoid any transaction that relates to the interest merely because of the existence of the interest.
- (e) If an interest of a Director is required to be disclosed pursuant to Article ~~54~~53(b), Article ~~54~~53(d)(iv) applies only if the interest is disclosed before the transaction is entered into.

Officers

54. ~~52.~~ Managing Director

- (a) The Board may appoint one or more Directors as a managing director of the Company, for any period and on any terms (including, subject to Article ~~50~~52, as to remuneration) as the Board resolves. Subject to any agreement between the Company and the managing director, the Board may vary or terminate the appointment of a managing director of the Company at any time, with or without cause.
- (b) The Board may delegate any of its powers to a managing director of the Company for any period and on any terms (including the power to further delegate) as the Board resolves. The Board may revoke or vary any power delegated to a managing director of the Company.
- (c) A managing director of the Company must exercise the powers delegated to him or her in accordance with any directions of the Board.
- (d) A person ceases to be a managing director if the person ceases to be a Director.

55. ~~53.~~ Secretary

The Board may appoint one or more Secretaries, for any period and on any terms (including as to remuneration) as the Board resolves. Subject to any agreement between the Company and the Secretary, the Board may vary or terminate the appointment of a Secretary at any time, with or without cause.

56. ~~54.~~ Indemnity and insurance

- (a) To the extent permitted by law, the Company must indemnify each Relevant Officer against a Liability of that person and the Legal Costs of that person.
- (b) The indemnity pursuant to Article ~~54~~56(a):
 - (i) is enforceable without the Relevant Officer having first to incur any expense or make any payment;
 - (ii) is a continuing obligation and is enforceable by the Relevant Officer even though the Relevant Officer may have ceased to be an officer of the Company; and

- (iii) applies to Liabilities and Legal Costs incurred both before and after this Article became effective.
- (c) To the extent permitted by law, the Company may make a payment (whether by way of advance, loan or otherwise) to a Relevant Officer in respect of Legal Costs of that person.
- (d) To the extent permitted by law, the Company may:
 - (i) enter into, or agree to enter into; or
 - (ii) pay, or agree to pay, a premium for,

a contract insuring a Relevant Officer against a Liability of that person and the Legal Costs of that person.
- (e) To the extent permitted by law, the Company may enter into an agreement or deed with a Relevant Officer or a person who is, or has been, an officer of the Company or a subsidiary of the Company, pursuant to which the Company must do all or any of the following:
 - (i) keep books of the Company and allow either or both that person and that person's advisers access to those books on the terms agreed;
 - (ii) indemnify that person against any Liability and Legal Costs of that person;
 - (iii) make a payment (whether by way of advance, loan or otherwise) to that person in respect of Legal Costs of that person; and
 - (iv) keep that person insured in respect of any act or omission by that person while a Relevant Officer or an officer of the Company or a subsidiary of the Company, on the terms agreed (including as to payment of all or part of the premium for the contract of insurance).

Powers of the Board

57. ~~55.~~ General powers

- (a) The Board has the power to manage the business of the Company and may exercise to the exclusion of the Company in general meeting all powers of the Company which are not, by the law or the Listing Rules or this Constitution, required to be exercised by the Company in general meeting.
- (b) A power of the Board can only be exercised by a resolution passed at a meeting of the Board in accordance with Article ~~60~~62, a resolution passed by signing a document in accordance with Article ~~59~~61, or in accordance with a delegation of the power pursuant to Article ~~52~~54, ~~57~~59 or ~~58~~60. A reference in this Constitution to the Company exercising a power by a resolution of the Board includes an exercise of that power in accordance with a delegation of the power pursuant to Article ~~52~~54, ~~57~~59 or ~~58~~60.

58. ~~56.~~ Execution of documents

- (a) If the Company has a common seal, the Company may execute a document if that seal is fixed to the document and the fixing of that seal is witnessed by one Director and either another Director, a Secretary, or another person appointed by the Board for that purpose.

- (b) The Company may execute a document without a common seal if the document is signed by one Director and either another Director, a Secretary, or another person appointed by the Board for that purpose.
- (c) The Board may determine the manner in which and the persons by whom cheques, promissory notes, bankers' drafts, bills of exchange and other negotiable or transferable instruments in the name of or on behalf of the Company, and receipts for money paid to the Company, must be signed, drawn, accepted, endorsed or otherwise executed.

59. ~~57.~~ Committees and delegates

- (a) The Board may delegate any of its powers to a committee of the Board, a Director, an employee of the Company or any other person. A delegation of those powers may be made for any period and on any terms (including the power to further delegate) as the Board resolves. The Board may revoke or vary any power so delegated.
- (b) A committee or delegate must exercise the powers delegated in accordance with any directions of the Board.
- (c) Subject to the terms of appointment or reference of a committee, Article ~~60~~62 applies with the necessary changes to meetings and resolutions of a committee of the Board.

60. ~~58.~~ Attorney or agent

- (a) The Board may appoint any person to be attorney or agent of the Company for any purpose, for any period and on any terms (including as to remuneration) as the Board resolves. Subject to the terms of appointment of an attorney or agent of the Company, the Board may revoke or vary that appointment at any time, with or without cause.
- (b) The Board may delegate any of their powers (including the power to delegate) to an attorney or agent. The Board may revoke or vary any power delegated to an attorney or agent.

Proceedings of Directors

61. ~~59.~~ Written resolutions of Directors

- (a) The Board may pass a resolution without a Board meeting being held if notice in writing of the resolution is given to all Directors and a majority of the Directors entitled to vote on the resolution (not being less than the number required for a quorum at a meeting of Directors) ~~sign a document containing~~ have consented to the resolution in accordance with this Article 61. The resolution is passed when the last participating Director consents to the resolution in accordance with this Article 61. The resolution is not invalidated if it is consented to by a Director who is not entitled to vote on the resolution.
- (b) A Director may consent to a resolution for the purposes of this Article 61 by:
 - (i) signing a document that sets out the terms of the resolution and contains a statement that ~~they are~~ the Director is in favour of the resolution; or
 - (ii) giving the Company a written notice (including by fax, email or other electronic means) addressed to and received by the Secretary or the chairperson of the Board that:

- A. sets out the terms of the resolution or identifies those terms;
 - B. indicates that the Director is in favour of the resolution~~set out in the document;~~ and
 - C. authenticates the notice in accordance with any arrangement between the Company and the Director for that purpose.
- (c) ~~(b)~~ A ~~resolution pursuant to~~ document referred to in this Article 59(a)61 may ~~consist of several documents~~ be in the same form each of a fax or electronic notification. Separate copies of a document (including in electronic form) may be signed by one or more Directors and is effective when signed by if the last wording of the Directors constituting the majority of the Directors resolution and the statement is identical in each copy. A facsimile transmission or other document produced by electronic means under the name of a Director with the Director's authority is taken to be a document signed by the Director for the purposes of this Article 59(a)61 and is taken to be signed when received by the Company in legible form.
- (d) ~~(c)~~ For the purposes of this Article 59(a)61, the reference to Directors includes any alternate director who is appointed by a Director who is at the relevant time on leave of absence approved by the Board but does not include any other alternate directors.

62. ~~60.~~ Board Meetings

- (a) Subject to this Constitution, the Board may meet, adjourn and otherwise regulate its meetings as it thinks fit.
- (b) A Director may call a Board meeting at any time. On request of any Director, a Secretary of the Company must call a meeting of the Directors.
- (c) Notice of a Board meeting must be given to each Director (except a Director on leave of absence approved by the Board) and an alternate director appointed by a Director on leave of absence approved by the Board. Notice of a Board meeting may be given in person, or by post or by telephone, fax or other electronic means.
- (d) A Director or alternate director may waive notice of a Board meeting by giving notice to that effect to the Company in person or by post or by telephone, fax or other electronic means.
- (e) A person who attends a Board meeting waives any objection that person and:
 - (i) if the person is a Director, any alternate director appointed by that person; or
 - (ii) if the person is an alternate director, the Director who appointed that person as alternate director,
 may have to a failure to give notice of the meeting.
- (f) Anything done (including the passing of a resolution) at a Board meeting is not invalid because either or both a person does not receive notice of the meeting or the Company accidentally does not give notice of the meeting to a person.
- (g) For the purposes of the Corporations Act, each Director, by consenting to be a Director or by reason of the adoption of this Constitution, consents to the use of each of the following technologies for the holding of a Board meeting:
 - (i) telephone;

- (ii) video;
- (iii) any other technology which permits each Director to communicate with every other participating Director; or
- (iv) any combination of these technologies.

A Director may withdraw the consent given pursuant to this Article ~~60~~62(g) in accordance with the Corporations Act.

- (h) If a Board meeting is held in 2 or more ~~places~~venues linked together by any technology:
 - (i) a Director present at one of the ~~places~~venues is taken to be present at the meeting unless and until the Director states to the chairperson of the meeting that the Director is discontinuing his or her participation in the meeting; and
 - (ii) the chairperson of that meeting may determine at which ~~of these places~~place the meeting will be taken to have been held, provided at least one of the Directors participated in the meeting at that place for the duration of the meeting.
- (i) Until otherwise determined by the Board, a quorum for a Board meeting is 2 Directors entitled to vote on a resolution that may be proposed at that meeting. A quorum for a Board meeting must be present at all times during the meeting. Each individual present is counted towards a quorum in respect of each appointment as an alternate director of another Director in addition (if applicable) to being counted as a Director.
- (j) If, before or during a Board meeting, any technical difficulty occurs where one or more Directors may not be able to participate, the chairperson of the meeting may:
 - (i) adjourn the meeting until the difficulty is remedied; or
 - (ii) where a quorum for a Board meeting remains present, continue the meeting.

63. ~~61.~~ Chairperson of the Board

- (a) The Board may elect a Director as chairperson of the Board or deputy chairperson of the Board for any period that it resolves, or if no period is specified, until that person ceases to be a Director. The Board may remove the chairperson of the Board or deputy chairperson of the Board at any time.
- (b) Subject to Article ~~64~~63(c), the chairperson of the Board must chair each Board meeting.
- (c) If at a Board meeting:
 - (i) a chairperson has not been elected pursuant to Article ~~64~~63(a); or
 - (ii) the chairperson of the Board is not present within 15 minutes after the time appointed for the holding of a Board meeting or is not willing to chair all or part of that meeting,

the deputy chairperson of the Board (if any) must, or if there is no deputy chairperson or the deputy chairperson is not willing to act, the Directors present must elect one of their number to, chair that meeting or part of the meeting.

- (d) A person does not cease to be a chairperson of the Board or deputy chairperson of the Board if that person retires as a Director at a meeting of Shareholders and is re-elected as a Director at that meeting (or any adjournment of that meeting).

64. ~~62.~~ Board resolutions

- (a) A resolution of the Board is passed if more votes are cast by Directors entitled to vote in favour of the resolution than against it.
- (b) Subject to Articles ~~49~~51 and ~~54~~53 and this Article ~~62~~64, each Director present in person or by his or her alternate director has one vote on a matter arising at a Board meeting.
- (c) Subject to the Applicable Law, in case of an equality of votes on a resolution at a Board meeting, the chairperson of that meeting has a casting vote on that resolution in addition to any vote the chairperson has in his or her capacity as a Director in respect of that resolution, provided that the chairperson is entitled to vote on the resolution and more than two Directors are present and entitled to vote on the resolution.

65. ~~63.~~ Valid proceedings

- (a) An act at any Board meeting or a committee of the Board or an act of any person acting as a Director is not invalidated by:
- (i) a defect in the appointment or continuance in office of a person as a Director, a member of the committee or of the person so acting; or
 - (ii) a person so appointed being disqualified or not being entitled to vote, if that circumstance was not known by the Board, committee or person (as the case may be) when the act was done.
- (b) If the number of Directors is below the minimum required by this Constitution, the Board must not act except in emergencies, to appoint Directors up to that minimum number or to call and arrange to hold a meeting of Shareholders.

Dividends and Profits

66. ~~64.~~ Determination of dividends

- (a) Subject to the Applicable Law, this Constitution and the rights or restrictions attached to a class of Shares, the Board may determine that a dividend is payable on Shares. The Board may fix the amount of the dividend, the time for determining entitlements to the dividend, the time for the payment of the dividend and the method of payment of the dividend.
- (b) Subject to the Listing Rules and the rights or restrictions attached to a class of Shares, the Board may determine that dividends be paid on Shares of one class but not another class, and at different rates for different classes of Shares.
- (c) The Company is not required to pay any interest on a dividend.

67. ~~65.~~ Entitlements to dividends

- (a) Subject to the Applicable Law, a dividend in respect of a Share must be paid to the person whose name is entered in the Register as the holder of that Share as at the

time the Board has fixed for that purpose, or if no such time is fixed, on the date on which the Dividend is paid.

- (b) A Shareholder who holds Restricted Securities is not entitled to any dividends in respect of those Restricted Securities during a breach of the Listing Rules or a breach of a Restriction Agreement relating to those Restricted Securities, except as permitted by the Restriction Agreement, the Listing Rules or ASX.

(c) Subject to any rights or restrictions attached to a class of Shares and Article ~~65~~67(~~e~~d), the person entitled to a dividend on a Share is entitled to:

- (i) if the Share is fully paid (whether the issue price of the Share was paid or credited or both), the entire dividend; or
- (ii) if the Share is partly paid, a proportion of that dividend equal to the proportion which the amount paid on that Share bears to the total issue price of that Share. Any amounts credited without payment in money or other consideration being made to the Company and any amounts paid up in advance of the applicable due date for payment are ignored when calculating the proportion.

(d) ~~(e)~~ If an amount is paid on a Share during the period to which a dividend relates, the Board may resolve that only the proportion of that amount equal to the proportion which the period from the date of payment to the end of the period to which the dividend relates bears to the total period to which the dividend relates, counts as part of the amount for the time being paid on the Share, unless the terms of issue of the Shares provide otherwise.

(e) ~~(d)~~ If a transfer of a Share is registered after the time determined for entitlements to a dividend on that Share but before the dividend is paid, the person transferring that Share is entitled to that dividend, unless the Settlement Rules provide otherwise.

(f) ~~(e)~~ The Company may retain the whole or part of any dividend on which the Company has a lien and apply that amount in total or part satisfaction of any amount secured by that lien.

68. ~~66.~~ Dividend plans

- (a) The Company may establish a bonus share plan on any terms as the Board resolves, pursuant to which participants may elect in respect of all or part of their Shares to be issued financial products of the Company or another body corporate or trust credited as fully paid instead of receiving a cash dividend from the Company in respect of those Shares.
- (b) The Company may establish a dividend reinvestment plan on any terms as the Board resolves, pursuant to which participants may elect in respect of all or part of their Shares to apply the whole or any part of a dividend from the Company, or any other amount paid or payable to Shareholders, in subscribing for or purchasing financial products of the Company or another body corporate or trust.
- (c) The Board is under no obligation to admit any Shareholder as a participant in any plan nor to comply with any request made by a Shareholder who is not admitted as a participant in a plan.
- (d) Subject to the Applicable Law, the Board may implement, amend, suspend or terminate a plan established pursuant to this Article ~~66~~68.

69. ~~67.~~ Capitalisation of profits

- (a) Subject to the Applicable Law and the rights or restrictions attached to a class of Shares, the Company may by resolution of the Board:
 - (i) capitalise any amount, being the whole or part of profits of the Company or otherwise available for distribution to Shareholders; and
 - (ii) apply that amount for the benefit of Shareholders in full satisfaction of their interest in the capitalised amount, in the same proportions as the Shareholders would be entitled to receive it if it were distributed by way of dividend or in accordance with either the terms of issue of any Shares or the terms of any plan for the issue of Shares or other securities for the benefit of officers or employees of the Company.
- (b) The Board may fix the time for determining entitlements to an application of a capitalised amount pursuant to Article ~~67~~69(a). The Board may decide to apply a capitalised amount pursuant to Article ~~67~~69(a) in any or all of the following ways:
 - (i) in paying up an amount unpaid on Shares already issued;
 - (ii) in paying up in full any unissued Shares or other securities in the Company;
 - (iii) any other method permitted by law or the Listing Rules.
- (c) The Board may do all things necessary to give effect to a resolution pursuant to Article ~~67~~69(a) and ~~67~~69(b), including:
 - (i) making cash payments in cases where Shares or other securities become issuable in fractions or ignore amounts or fractions less than a particular value;
 - (ii) vesting any cash or assets in a trustee on trust for the Shareholders entitled to an application of a capitalised amount pursuant to Article ~~67~~69(a); and
 - (iii) authorising any person to make, on behalf of all Shareholders entitled to an application of a capitalised amount pursuant to Article ~~67~~69(a), an agreement with the Company providing for either or both the issue of securities or the payment by the Company on the Shareholders' behalf of an amount pursuant to Article ~~67~~69(b), and in executing any such document the person acts as agent and attorney for those Shareholders.

70. ~~68.~~ Distributions of assets

- (a) The method of payment by the Company of a dividend or a return of capital by a reduction of capital, a share buy-back or otherwise, may include any or all of the payment of cash, the issue of shares or other financial products and the transfer of assets (including shares or other financial products in another body corporate or trust).
- (b) If the Board has determined that the Company pay a dividend or return capital by a reduction of capital, a share buy-back or otherwise, wholly or partly by the distribution (either generally or to specific Shareholders) of specific assets (including by the issue or transfer of shares or other financial products), the Board may:

- (i) settle any issue concerning the distribution in any way the Board resolves;
- (ii) round amounts up or down to the nearest whole number, or ignore amounts or fractions less than a particular value;
- (iii) value assets for distribution and determine that the Company pay cash to any Shareholder on the basis of that valuation;
- (iv) vest assets in a trustee on trust for the Shareholders entitled to any financial products as a result of that distribution; and
- (v) authorise any person to make, on behalf of all Shareholders entitled to any financial products as a result of that distribution, an agreement with the relevant body corporate or trust providing for the issue or transfer to them of those financial products (including an agreement to become a member of that body corporate) and, in executing any such document, the person acts as agent and attorney for those Shareholders.

71. ~~69.~~ Payments

- (a) The Company may pay a person entitled to an amount payable in respect of a Share (including a dividend) by any of the following means, in the Board's discretion, at the sole risk of the person so entitled:
 - (i) crediting an account nominated in writing by that person and acceptable to the Board;
 - (ii) cheque made payable to bearer, to the person entitled to the amount or any other person the entitled person directs in writing and who is acceptable to the Board; or
 - (iii) any other manner as the Board resolves.
- (b) If the Company decides to make a payment by crediting accounts and an account is not nominated by a Shareholder in accordance with Article ~~69~~71(a)(i), the Company may hold the amount payable in a separate account of the Company until the Shareholder nominates an account in accordance with Article ~~69~~71(a)(i).
- (c) The Company may post a cheque referred to in Article ~~69~~71(a)(ii) to:
 - (i) the address in the Register of the Shareholder of the Share, or in the case of a Jointly Held Share, the address of the Shareholder whose name appears first in the Register in respect of the Share; or
 - (ii) any other address which the entitled person directs in writing.
- (d) The Company may make a payment of an amount payable in respect of a Share (including a dividend) in Australian dollars or any other currency determined by the Board. The Company may make payments in different currencies to different Shareholders. The Board may determine the appropriate exchange rate and time of calculation of the amount of a payment made in a currency other than Australian dollars. A determination of the Board pursuant to this Article ~~69~~71(d) is final in the absence of manifest error.
- (e) If more than one Shareholder of a Jointly Held Share gives a permitted nomination or direction pursuant to Article ~~69~~71(a), only the nomination or direction by the Shareholder whose name appears first in the Register in respect of that Share is valid.

- (f) Any one of the Shareholders of a Jointly Held Share may give receipt of any payment to those Shareholders in respect of that Share.

Notices

72. ~~70.~~ Notices to Shareholders

- (a) The Company may give Notice to a Shareholder or a person entitled to a Share because of a Transmission Event by any of the following means in the Board's discretion:
- (i) delivering it to that Shareholder or person;
 - (ii) delivering it or sending it by post to the address of the Shareholder in the Register or the alternative address (if any) nominated by that Shareholder or person for that purpose;
 - (iii) sending it to the fax number or electronic address (if any) nominated by that Shareholder or person for that purpose;
 - (iv) if permitted by the Corporations Act, notifying that Shareholder of the notice's availability by an electronic means nominated by the Shareholder for that purpose; or
 - (v) any other means permitted by the Corporations Act.
- (b) The Company must send all documents to a Shareholder whose address for Notices is not within Australia by air-mail, air courier, fax or electronic transmission.
- (c) Any Notice given or document delivered by the Company to the Shareholder whose name appears first in the Register in respect of a Jointly Held Share is taken to be notice or delivery to all holders of that Share.
- (d) Notice to a person entitled to a Share because of a Transmission Event is taken to be notice to the registered holder of that Share.
- (e) Subject to the Corporations Act, a Notice to a Shareholder is sufficient, even if:
- (i) a Transmission Event occurs in respect of that Shareholder (regardless of whether that person is a registered holder of a Jointly Held Share); or
 - (ii) that Shareholder is an externally administered body corporate,
- and regardless of whether the Company has notice of that event.
- (f) A person entitled to a Share because of a transfer, Transmission Event or otherwise, is bound by every Notice given in respect of that Share.
- (g) Any Notice required or allowed to be given by the Company to one or more Shareholders by advertisement is, unless otherwise stipulated, sufficiently advertised if advertised once in a daily newspaper circulating in the states and territories of Australia.

73. ~~71.~~ Notice to Directors

The Company may give Notice to a Director or alternate director by:

- (a) delivering it to that person;

- (b) sending it by post to the usual residential address of that person or the alternative address (if any) nominated by that person for that purpose;
- (c) sending it to the fax number or electronic address (if any) nominated by that person for that purpose; or
- (d) any other means agreed between the Company and that person.

74. ~~72.~~ Notice to the Company

A person may give Notice to the Company by:

- (a) delivering it or sending it by post to the registered office of the Company;
- (b) delivering it or sending it by post to a place nominated by the Company for that purpose;
- (c) sending it to the fax number at the registered office of the Company nominated by the Company for that purpose;
- (d) sending it to the electronic address (if any) nominated by the Company for that purpose; or
- (e) any other means permitted by the Corporations Act.

75. ~~73.~~ Time of service

- (a) A Notice sent by post or air-mail is taken to be given on the day after the date it is posted.
- (b) A Notice sent by fax or other electronic transmission is taken to be given when the transmission is sent provided that in the case of notice to the Company or a Director or an alternate director, the sender meets any action required by the recipient to verify the receipt of the document by the recipient.
- (c) A Notice given in accordance with Article ~~70~~72(a)(iv) is taken to be given at 10:00am on the day after the date on which the Shareholder is notified that the Notice is available.
- (d) A certificate by a Director or Secretary to the effect that a Notice by the Company has been given in accordance with this Constitution is conclusive evidence of that fact.

76. ~~74.~~ Notice requirements

The Board may specify, generally or in a particular case, requirements in relation to Notices given by any electronic means, including requirements as to:

- (a) the classes of, and circumstances in which, Notices may be sent;
- (b) verification (whether by encryption code or otherwise); and
- (c) the circumstances in which, and the time when, the Notice is taken to be given.

Winding up

77. ~~75.~~ Winding up

- (a) Subject to any rights or restrictions attached to a class of Shares, on a winding up of the Company, any surplus assets of the Company remaining after the payment of its debts must be divided among the Shareholders in the proportions which the amount paid (including amounts credited) on the Shares of a Shareholder is of the total issue price of the Shares of all Shareholders.
- (b) Subject to any rights or restrictions attached to a class of Shares, on a winding up of the Company, the liquidator may, with the sanction of a special resolution:
 - (i) distribute among the Shareholders the whole or any part of the property of the Company; and
 - (ii) decide how to distribute the property as between the Shareholders or different classes of Shareholders.
- (c) The liquidator of the Company may settle any issue concerning a distribution pursuant to this Article ~~75~~77 in any way. This may include:
 - (i) rounding amounts up or down to the nearest whole number or ignoring fractions;
 - (ii) valuing assets for distribution and paying cash to any Shareholder on the basis of that valuation; and
 - (iii) vesting assets in a trustee on trust for the Shareholders entitled to the distribution.
- (d) A Shareholder need not accept any property, including shares or other securities, in respect of which there is any liability on the part of the Shareholder.

Small holdings

78. ~~76.~~ Existing small holdings

- (a) Subject to the Applicable Law, the Company may sell the Shares of a Shareholder if:
 - (i) the total number of Shares of a particular class held by that Shareholder is less than a marketable parcel at the date specified in a notice in writing given by the Company to that Shareholder (being the lesser of 42 days after the date of the Company giving that notice or any lesser period permitted pursuant to the Applicable Law);
 - (ii) the notice of the Company states that the Shares are liable to be sold by the Company; and
 - (iii) that Shareholder does not give notice in writing to the Company, by the time and date specified in the notice of the Company (being the lesser of 42 days after the date of the Company giving that notice and any lesser period permitted pursuant to the Applicable Law), stating that all or some of those Shares are not to be sold.
- (b) The Company may only give one notice pursuant to Article ~~76~~78(a) to a particular Shareholder in any 12 month period.

- (c) If a takeover bid for the Company is announced after a notice pursuant to Article ~~76~~78(a) is given but before an agreement for sale of the relevant Shares is entered into, the power of the Company pursuant to Article ~~76~~78(a) lapses. After the offer period of the takeover bid closes, the Company may (notwithstanding Article ~~76~~78(b)) give a new notice pursuant to Article ~~76~~78(a).

79. ~~77.~~ New small holdings

- (a) Subject to the Applicable Law, the Company may sell the Shares of a Shareholder if:
- (i) the Shares of a particular class held by that Shareholder are in a new holding created by a transfer on or after the date on which this Article ~~77~~79 was adopted in this Constitution; and
 - (ii) that transfer is of a number of Shares of that class that was less than a marketable parcel at the time the transfer document was initiated, or in the case of a paper based transfer document, was lodged with the Company.
- (b) The Company may give a Shareholder referred to in Article ~~77~~79(a) notice in writing stating that the Company intends to sell or dispose of the Shares.
- (c) If the Company is entitled to exercise the powers pursuant to Article ~~77~~79(a), the Company may by resolution of the Board remove or change either or both the right to vote and the right to receive dividends of the relevant Shareholder in respect of some or all of the Shares liable to be sold. After the sale of those Shares, the Company must pay to the person entitled any dividends that have been withheld pursuant to this Article ~~77~~79(c).

80. ~~78.~~ Exercise of power of sale

- (a) Subject to the Applicable Law, the Company may sell any Shares pursuant to Article ~~76~~78 or ~~77~~79 to any person on any terms and in any manner as the Board resolves.
- (b) The Company may:
- (i) exercise any powers permitted pursuant to the Applicable Law to enable the sale of Shares pursuant to Article ~~76~~78 or ~~77~~79;
 - (ii) receive the consideration (if any) given for Shares sold pursuant to Article ~~76~~78 or ~~77~~79;
 - (iii) effect a transfer of Shares sold pursuant to Article ~~76~~78 or ~~77~~79; and
 - (iv) receive any disclosure document, including a financial services guide, as agent for the applicable Shareholders.
- (c) The validity of the sale of Shares pursuant to Article ~~76~~78 or ~~77~~79 may not be called into question by any person after the transfer has been registered, and the buyer of the Shares need not enquire as to the validity of the sale or application of the sale proceeds by the Company.
- (d) The title of the buyer of Shares sold pursuant to Article ~~76~~78 or ~~77~~79 is not affected by any irregularity or invalidity in connection with the sale.
- (e) The sole remedy (if any) of any person aggrieved by a sale of Shares pursuant to Article ~~76~~78 or ~~77~~79 is in damages only and against the Company exclusively.

- (f) A certificate in writing from the Company signed by a Director or Secretary that a Share was sold in accordance with Article ~~76~~78 or ~~77~~79 is sufficient evidence of those matters.
- (g) If the Company exercises the powers pursuant to Article ~~76~~78, the person to whom a Share is sold, or if permitted by the Applicable Law the Company, must pay the expenses of the sale.
- (h) The Company must apply the proceeds of any sale of any Shares sold pursuant to Article ~~76~~78 or ~~77~~79 in the following order:
 - (i) in the case of an exercise of the powers pursuant to Article ~~77~~79, the expenses of the sale;
 - (ii) the amounts due and unpaid in respect of those Shares; and
 - (iii) the balance (if any) to, or at the direction of, the person entitled to the Shares immediately prior to the sale, on delivery by that person of any evidence of ownership of or entitlement to those Shares prior to the sale as the Board may require.
- (i) Subject to the Listing Rules, the Company may by resolution of the Board revoke a notice given pursuant to Article ~~76~~78 or ~~77~~79 at any time prior to the sale of the Shares pursuant to those Articles.

Takeover approval provisions

81. ~~79.~~ Refusal to register transfers

- (a) The Company must refuse to register a transfer of Shares giving effect to a takeover contract resulting from acceptance of an offer made under a proportional takeover bid in respect of a class of Shares unless and until a resolution to approve the takeover bid is passed in accordance with Article ~~80~~82.
- (b) This Article ~~79~~81 and Article ~~80~~82 cease to have effect on the day which is 3 years after the later of their adoption or last renewal in accordance with the Corporations Act.

82. ~~80.~~ Approval procedure

- (a) Where offers are made under a proportional takeover bid, the Board must, subject to the Corporations Act, call and arrange to hold a meeting of persons entitled to vote on a resolution to approve the proportional takeover bid.
- (b) Subject to this Constitution, each person (other than the bidder under a proportional takeover bid or an associate of that bidder) who, as at the end of the day on which the first offer under that bid was made, held bid class securities for that bid:
 - (i) is entitled to vote on the resolution referred to in Article ~~80~~82(a); and
 - (ii) has one vote for each Share in the bid class securities that the person holds.
- (c) The provisions of this Constitution concerning meetings of Shareholders apply to a meeting held pursuant to Article ~~80~~82(a) with any modifications that Board resolves are required in the circumstances.

- (d) A resolution referred to in Article ~~80~~82(a) that has been voted on is passed if more than 50% of votes cast on the resolution are in favour of the resolution, and otherwise is taken to have been rejected.
- (e) If a resolution referred to in Article ~~80~~82(a) has not been voted on as at the end of the day before the fourteenth day before the last day of the bid period under the proportional takeover bid, or a later day allowed by ~~the Australian Securities and Investments Commission~~ASIC, then that resolution is taken to have been passed.

LODGE YOUR VOTE



ONLINE

<https://investorcentre.linkgroup.com>



BY MAIL

Healthia Limited
C/- Link Market Services Limited
Locked Bag A14
Sydney South NSW 1235 Australia



BY FAX

+61 2 9287 0309



BY HAND*

Link Market Services Limited
Parramatta Square, Level 22, Tower 6,
10 Darcy Street, Parramatta NSW 2150

*during business hours Monday to Friday (9:00am - 5:00pm)



ALL ENQUIRIES TO

Telephone: 1300 554 474

Overseas: +61 1300 554 474

LODGE A PROXY FORM

This Proxy Form (and any Power of Attorney under which it is signed) must be received at an address given above by **11:00am (Brisbane time) on Sunday, 27 November 2022**, being not later than 48 hours before the commencement of the Meeting. Any Proxy Form received after that time will not be valid for the scheduled Meeting.

Proxy Forms may be lodged using the reply paid envelope or:



ONLINE

<https://investorcentre.linkgroup.com>

Login to the Link website using the holding details as shown on the Proxy Form. Select 'Voting' and follow the prompts to lodge your vote. To use the online lodgement facility, shareholders will need their "Holder Identifier" - Securityholder Reference Number (SRN) or Holder Identification Number (HIN).



BY MOBILE DEVICE

Our voting website is designed specifically for voting online. You can now lodge your proxy by scanning the QR code adjacent or enter the voting link <https://investorcentre.linkgroup.com> into your mobile device. Log in using the Holder Identifier and postcode for your shareholding.

To scan the code you will need a QR code reader application which can be downloaded for free on your mobile device.

QR Code



HOW TO COMPLETE THIS SHAREHOLDER PROXY FORM

YOUR NAME AND ADDRESS

This is your name and address as it appears on the Company's share register. If this information is incorrect, please make the correction on the form. Shareholders sponsored by a broker should advise their broker of any changes. **Please note: you cannot change ownership of your shares using this form.**

APPOINTMENT OF PROXY

If you wish to appoint the Chairman of the Meeting as your proxy, mark the box in Step 1. If you wish to appoint someone other than the Chairman of the Meeting as your proxy, please write the name of that individual or body corporate in Step 1. A proxy need not be a shareholder of the Company.

DEFAULT TO CHAIRMAN OF THE MEETING

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

VOTES ON ITEMS OF BUSINESS – PROXY APPOINTMENT

You may direct your proxy how to vote by placing a mark in 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 A SECOND PROXY

You are entitled to appoint up to two persons as proxies to attend the Meeting and vote on a poll. If you wish to appoint a second proxy, an additional Proxy Form may be obtained by telephoning the Company's share registry or you may copy this form and return them both together.

To appoint a second proxy you must:

- on each of the first Proxy Form and the second Proxy Form state the percentage of your voting rights or number of shares applicable to that form. If the appointments do not specify the percentage or number of votes that each proxy may exercise, each proxy may exercise half your votes. Fractions of votes will be disregarded; and
- return both forms together.

SIGNING INSTRUCTIONS

You must sign this form as follows in the spaces provided:

Individual: where the holding is in one name, the holder must sign.

Joint Holding: where the holding is in more than one name, either shareholder may sign.

Power of Attorney: to sign under Power of Attorney, you must lodge the Power of Attorney with the registry. If you have not previously lodged this document for notation, please attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the *Corporations Act 2001*) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please indicate the office held by signing in the appropriate place.

CORPORATE REPRESENTATIVES

If a representative of the corporation is to attend the Meeting Virtually the appropriate "Certificate of Appointment of Corporate Representative" must be received at vote@linkmarketservices.com.au prior to admission in accordance with the Notice of Annual General Meeting. A form of the certificate may be obtained from the Company's share registry or online at www.linkmarketservices.com.au.

NAME SURNAME
ADDRESS LINE 1
ADDRESS LINE 2
ADDRESS LINE 3
ADDRESS LINE 4
ADDRESS LINE 5
ADDRESS LINE 6



X99999999999

PROXY FORM

I/We being a member(s) of Healthia Limited and entitled to attend and vote hereby appoint:

APPOINT A PROXY

☐ the Chairman of the Meeting (mark box)

OR if you are NOT appointing the Chairman of the Meeting as your proxy, please write the name and email of the person or body corporate you are appointing as your proxy (an email will be sent to your appointed proxy with details on how to access the virtual meeting)

Name

Email

or failing the person or body corporate named, or if no person or body corporate is named, the Chairman of the Meeting, as my/our proxy to act on my/our behalf (including to vote in accordance with the following directions or, if no directions have been given and to the extent permitted by the law, as the proxy sees fit) at the Annual General Meeting of the Company to be held at **11:00am (Brisbane Time) on Tuesday, 29 November 2022 (the Meeting)** and at any postponement or adjournment of the Meeting.

The Meeting will be conducted as a hybrid meeting and you can participate by logging in online at <https://meetings.linkgroup.com/HLA22> or the offices of Clayton Utz, Level 28, 71 Eagle Street, Brisbane, Queensland (refer to details in the Virtual Annual General Meeting Online Guide).

Important for Resolutions 5, 6, 7, 8, 9, 10, 11 and 12: If the Chairman of the Meeting is your proxy, either by appointment or by default, and you have not indicated your voting intention below, you expressly authorise the Chairman of the Meeting to exercise the proxy in respect of Resolutions 5, 6, 7, 8, 9, 10, 11 and 12, even though the Resolutions are connected directly or indirectly with the remuneration of a member of the Company's Key Management Personnel (KMP).

The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business.

VOTING DIRECTIONS

Proxies will only be valid and accepted by the Company if they are signed and received no later than 48 hours before the Meeting.

Please read the voting instructions overleaf before marking any boxes with an ☒.

Resolutions

	For	Against	Abstain*		For	Against	Abstain*
1 Re-election of Director – Paul Wilson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9 Approval of a grant of 2023 Performance Rights to Executive Director under the Performance Rights Plan – Colin Kangisser	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Re-election of Director – Darren Stewart	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10 Approval of a grant of Retention Performance Rights to Executive Director under the Performance Rights Plan – Colin Kangisser	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Re-election of Director – Colin Kangisser	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11 Approval of a grant of 2023 Performance Rights to Executive Director under the Performance Rights Plan – Lisa Roach	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 Re-election of Director – Lisa Roach	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12 Approval of a grant of Retention Performance Rights to Executive Director under the Performance Rights Plan – Lisa Roach	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 Adoption of Remuneration Report	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13 Renewal of Proportional Takeover Provisions in Constitution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 Approval of Performance Rights Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14 Approval of amendments to Constitution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7 Approval of a grant of 2023 Performance Rights to Managing Director under the Performance Rights Plan – Wesley Coote	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
8 Approval of a grant of Retention Performance Rights to Managing Director under the Performance Rights Plan – Wesley Coote	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				



* If you mark the Abstain box for a particular Item, you are directing your proxy not to vote on your behalf on a show of hands or on a poll and your votes will not be counted in computing the required majority on a poll.

SIGNATURE OF SHAREHOLDERS – THIS MUST BE COMPLETED

Shareholder 1 (Individual)

Sole Director and Sole Company Secretary

Joint Shareholder 2 (Individual)

Director/Company Secretary (Delete one)

Joint Shareholder 3 (Individual)

Director

This form should be signed by the shareholder. If a joint holding, either shareholder may sign. If signed by the shareholder's attorney, the power of attorney must have been previously noted by the registry or a certified copy attached to this form. If executed by a company, the form must be executed in accordance with the company's constitution and the *Corporations Act 2001* (Cth).

HLA PRX2201N