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# THRIVE TRIBE TECHNOLOGIES LIMITED

ACN 600 717 539

## NOTICE OF EXTRAORDINARY GENERAL MEETING

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**TIME:** 10.00am (AEST)

**DATE:** Tuesday 19 September 2023

**How to attend:** At the offices of Thomson Geer  
Level 14, 60 Martin Place, Sydney NSW 2000

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

***Should you wish to discuss the matters in this Notice of Meeting please do not hesitate to contact the Company Secretary on 02 9290 9600***

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## IMPORTANT INFORMATION

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### TIME AND PLACE OF MEETING

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Notice is hereby given that the Extraordinary General Meeting of Shareholders of Thrive Tribe Technologies Limited ACN 600 717 539 (**Company** or **Thrive**) will be held at 10.00am (AEST) on Tuesday 19 September 2023.

Pursuant to our Constitution, the Board has made the decision that the Meeting will be held at the offices of **Thomson Geer, Level 14, 60 Martin Place, Sydney NSW 2000**.

The Explanatory Statement that accompanies and forms part of this Notice of Meeting sets out the background information on the Resolutions to be considered.

This Notice of Meeting, Explanatory Statement and Proxy Form should be read in their entirety.

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### YOUR VOTE IS IMPORTANT

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

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### VOTING ELIGIBILITY

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The Directors have determined pursuant to regulation 7.11.37 of the *Corporations Regulations 2001* (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders as at 7.00pm (AEST) on Sunday 17 September 2023.

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### POLL VOTING

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Each resolution considered at the Meeting will be conducted by a poll as required by section 250J of the Corporations Act.

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### VOTING BY PROXY

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The Proxy Form has been enclosed with this Notice.

**For your vote to be effective it must be recorded before 10.00am AEST on Sunday 17 September 2023.**

A Shareholder entitled to vote at an Extraordinary General Meeting is entitled to appoint a proxy to participate and vote on the Shareholder's behalf. A Shareholder who is entitled to cast two or more votes may appoint up to two proxies and may specify the proportion or number of the Shareholder's votes each proxy is entitled to exercise. If two proxies are appointed but no proportion or number is specified, each proxy may exercise half of the Shareholder's votes. If the specified proportion or number of votes exceeds that which the Shareholder is entitled to, each proxy may exercise half of the Shareholder votes. Any fractions of votes brought about by the apportionment of votes to a proxy will be disregarded.

A proxy has the same rights as a Shareholder to speak at the Meeting and to vote (but only to the extent permitted by law). Shareholders who have appointed a proxy may still participate in the Meeting. The proxy is not revoked by the Shareholder participating and taking part in the Meeting, unless the Shareholder actually votes at the Meeting on a resolution for which the proxy is proposed to be used.

Where more than one joint holder votes, the vote of the holder whose name appears first in the register of Shareholders shall be accepted to the exclusion of the others, regardless of whether the vote is by proxy, by representative or by attorney.

A proxy need not be a Shareholder of the Company and may be an individual or a body corporate. If a Shareholder appoints a body corporate as a proxy, that body corporate will need to ensure it:

- appoints an individual as its corporate representative to exercise its powers at the meeting, in accordance with section 250D of the Corporations Act; and
- provides satisfactory evidence of the appointment of its corporate representative to the Company at least 48 hours prior to commencement of the Meeting.

If such evidence is not received at least 48 hours prior to the commencement of the Meeting, then the body corporate proxy (through its representative) will not be permitted to act as the Shareholder's proxy.

Proxy Forms (and if the appointment is signed by the appointer's attorney, the original authority under which the appointment was signed or a certified copy of the authority) must be received by the Company's Share Registry, Boardroom Pty Limited, by 10.00am (AEST) on Sunday 17 September 2023.

A proxy may be lodged with Boardroom Pty Limited:

- 🖥 Online <https://www.votingonline.com.au/1Ttegm2023>
- 📠 By Fax + 61 2 9290 9655
- ✉ By Mail GPO Box 3993, Sydney NSW 2001 Australia
- 👤 In Person L8, 210George St, Sydney NSW 2000 Australia

## **UNDIRECTED PROXIES & DIRECTORS' RECOMMENDATION**

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The Directors unanimously recommend that Shareholders vote in favour of all Resolutions. The Chair intends to vote all undirected proxies **IN FAVOUR** of each Resolution.

## **CORPORATE REPRESENTATIVE**

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Any corporate Shareholder who has appointed a person to act as its corporate representative at the Meeting 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 can be mailed or faxed to the Company at least 48 hours before the Meeting. Alternatively, this document can be lodged at the registration desk on the day of the Meeting.

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## BUSINESS OF THE MEETING

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### 1. RESOLUTION 1: APPROVAL OF ISSUE OF CONVERTIBLE NOTES

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

*"That, for the purposes of Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of 5,000,000 Convertible Notes to be issued to Sophisticated Investors at a subscription price of \$1.00 each in satisfaction of the Company's obligations to repay the Loan on terms and conditions set out in the Explanatory Statement."*

**Voting Exclusion:** The Company will disregard any votes cast in favour of this Resolution 1 by or on behalf of any person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue of Securities (except a benefit solely by reason of being a Shareholder), or any of their Associates.

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

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

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### 2. RESOLUTION 2: ISSUE OF OPTIONS TO CLEE CAPITAL PTY LTD

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

*"That, for the purposes of Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of 15,000,000 Options to Clee Capital Pty Ltd (or its nominees) on the terms and conditions set out in the Explanatory Statement."*

**Voting exclusion:** The Company will disregard any votes cast in favour of this Resolution 2 by or on behalf of a person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue of Securities (except a benefit solely by reason of being a Shareholder) (namely Clee Capital Pty Ltd), or any of their Associates.

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

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

**BY ORDER OF THE BOARD**



**JOSH QUINN**

Company Secretary

Dated: 18 August 2023

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## EXPLANATORY STATEMENT

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This Explanatory Statement has been prepared to provide information which the Directors believe to be material to Shareholders deciding whether or not to pass the Resolutions which are the subject of the business of the Meeting.

### 1. RESOLUTION 1: APPROVAL OF ISSUE OF CONVERTIBLE NOTES

#### 1.1 Loan Agreement

As announced on 27 June 2023 the Company has entered into several loan agreements with multiple Sophisticated Investors (**Lenders**) to raise an aggregate of AUD\$5,000,000 (**Loan Agreements**). The Company intends to use these borrowed funds as follows:

- (a) ongoing development of Project Sixty (**Sixty**) which now has over 9 dedicated full-time staff and other supports;
- (b) funding for key Executive hires;
- (c) provision for engagement of celebrity ambassadors;
- (d) provision for Sixty launch marketing campaign – social media, television and print media;
- (e) to strengthen the balance sheet which is critical to the growth of Sixty including the confidence it gives to celebrity ambassadors and key Executive hires; and
- (f) working capital.

The key terms of the Loan Agreements are as follows:

<b>Term</b>	18 months, being from 27 June 2023 to 27 December 2024
<b>Principal</b>	AUD\$5,000,000 in aggregate across all Loan Agreements
<b>Interest rate</b>	7% p.a. accruing daily on a simple interest basis
<b>Repayment conditions</b>	Each Loan must be repaid within the term either in cleared funds to each Lender or via the issue of Convertible Notes to each Lender
<b>Material Events of Default</b>	An insolvency event occurs.  Failure to issue the Convertible Notes within 6 months of the date of each Loan Agreement, being 27 December 2023.  Failure to pay the Lender of each Loan Agreement any amount under their Loan Agreement by the relevant due date.
<b>Security</b>	The Loan is unsecured.

## 1.2 Convertible Note Subscription Deed

The Company proposes to repay the Loan by issuing in aggregate 5,000,000 Convertible Notes to the Lenders at a subscription price of \$1.00 per Convertible Note (**Convertible Note Subscription Deeds**).

The key terms of the Convertible Note Subscription Deed entered into by each Lender and the Company are as follows:

<b>Number of Convertible Notes and face value</b>	5,000,000 Convertible Notes with a face value of \$1.00.
<b>Conversion price</b>	The Convertible Notes will convert into Shares by dividing the face value and accrued interest by \$0.05 per Share.
<b>Maturity date</b>	18 months after the date of the Loan Agreement, being 27 December 2024.
<b>Conditions precedent</b>	The parties' obligations under the Convertible Note Subscription Deed are subject to Shareholders approving this Resolution to issue the proposed Convertible Notes.
<b>Conversion</b>	<p>The Convertible Notes are convertible into Shares at the Lender's election prior to the Maturity Date.</p> <p>The Convertible Notes will be converted into Shares by the Company if a takeover event occurs.</p>
<b>Redemption</b>	<p>On the Maturity Date, the Company must redeem any Convertible Notes which have not been converted or redeemed.</p> <p>Lenders may also choose to redeem their Convertible Notes if an event of default occurs (i.e., an insolvency event or a failure to pay any money owing under the Convertible Note Subscription Deed).</p>
<b>Transferability and rights</b>	The Convertible Notes are only transferable with the Company's prior consent and do not entitle the noteholder (Lender) to any voting rights.
<b>Reorganisation of capital</b>	Upon any bonus issue or reorganisation of Share capital, the number of Shares which may be issued to the noteholder under the Convertible Note Subscription Deed will be adjusted to ensure that the noteholder receives the same proportion of Shares as it would otherwise have received had the bonus issue or reorganisation not occurred.

### 1.3 Approval for the purposes of Listing Rule 7.1 is sought

Broadly speaking, and subject to a number of exceptions set out in Listing Rule 7.2, Listing Rule 7.1 limits the amount of Equity Securities that a listed company can issue without the approval of its Shareholders over any 12-month period to 15% of the fully paid ordinary Securities it had on issue at the start of that period (**15% Placement Capacity**).

The issue of the Convertible Notes does not fit within any of the exceptions to Listing Rule 7.1 and exceeds wholly the Company's 15% Placement Capacity as at the date of the Notice. Accordingly, Shareholder approval is sought to issue the Convertible Notes.

The effect of such approval (i.e. if the Resolution is passed) is that the Company will be entitled to issue the Convertible Notes to each Lender. This will allow the Company to repay the Loan through the issue of Convertible Notes, without diminishing its cash reserves.

Shares issued on the conversion of the Convertible Notes will fall within Listing Rule 7.2 exception 9 and will not require further Shareholder approval to issue the Shares outside the Company's 15% Placement Capacity.

If this Resolution is not passed, the Company:

- (a) will not be able to issue the Convertible Notes in satisfaction of its obligation to repay each Loan;
- (b) may commit an event of default under a Loan Agreement if it continues to be unable to issue the Convertible Notes within 6 months of the date of that Loan Agreement and has not or is unable to repay that Loan from its cash reserves; and
- (c) will be obliged to repay each Loan from its cash reserves or otherwise raise additional equity capital (subject to Shareholder approval) to fund the repayment of each Loan in accordance with its terms to avoid being in default under any Loan Agreement.

### 1.4 Specific information required by Listing Rule 7.3

Pursuant to Listing Rule 7.3, the following information is provided:

<b>Person(s) to whom the Securities were issued</b>	Sophisticated Investors identified by Cleo Capital Pty Ltd (the lead manager)
<b>Number and class of Securities</b>	5,000,000 Convertible Notes.
<b>Issue date of Securities</b>	The Company intends to issue the Convertible Notes to each Lender promptly upon receipt of Shareholder approval and the Convertible Notes will be issued within three months after the date of this Meeting.
<b>Issue price of Securities</b>	\$1.00
<b>Purpose of issue and use of funds</b>	No funds will be received upon issuing the Convertible Notes, rather the Convertible Note will

	be issued to repay the Loan without drawing down on the Company's cash reserves.
<b>Terms of Securities</b>	Upon conversion of the Convertible Notes into Shares, those Shares will rank equally in all respects with the existing fully paid ordinary Shares.
<b>Summary of material terms of agreement</b>	Please see Section 1.2.

A voting exclusion statement is included in the Notice for Resolution 1.

## 1.5 Board recommendation

The Board recommends that Shareholders vote in favour of Resolution 1.

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## 2. RESOLUTION 2: ISSUE OF OPTIONS TO CLEE CAPITAL PTY LTD

### 2.1 Background

Clee Capital Pty Ltd (**Clee**) pursuant to its existing mandate served as lead manager to raise \$5,000,000 from Sophisticated Investors, being the capital raise pursuant to which the Convertible Note commitments were received (**Capital Raise**). As part of the consideration for these services, the Company agreed to issue 15,000,000 Options (**Clee Options**), subject to Shareholder approval, exercisable at \$0.10 per Option to Clee.

### 2.2 Approval for the purposes of Listing Rule 7.1 is sought

Please refer to Section 1.3 for an explanation on the operation of Listing Rule 7.1.

The issue of Clee Options does not fit within any of the exceptions to Listing Rule 7.1 and as it has not yet been approved by the Company's Shareholders, it may use up the 15% Placement Capacity, reducing the Company's capacity to issue further Equity Securities without Shareholder approval under Listing Rule 7.1 for the 12-month period following the issue date.

Resolution 2 seeks the required Shareholder approval for the issue of the Clee Options under and for the purposes of Listing Rule 7.1.

If Resolution 2 is passed, the issue of the Clee Options will be excluded from the calculation of the number of Equity Securities that the Company can issue without Shareholder approval under the 15% Placement Capacity.

In the event Resolution 2 is not passed, the Company will issue the Clee Options under its 15% Placement Capacity provided the Company has sufficient issue capacity available. To the extent the Company does not have sufficient issue capacity, the Company will be obliged to remunerate Clee for its lead manager services in cash, from its cash reserves by paying Clee an amount of \$30,000.

### 2.3 Specific information required by Listing Rule 7.3

Pursuant to Listing Rule 7.3, the following information is provided:

<b>Person(s) to whom the Securities were issued</b>	Clee Capital Pty Ltd
<b>Number and class of Securities</b>	15,000,000 Options.
<b>Issue date of Securities</b>	The Clee Options will be issued no later than 3 months after the date of the Meeting.
<b>Issue price of Securities</b>	The Clee Options will be issued for nil cash consideration and form part of the payment for Clee's services for the Capital Raise. The value attributed to the Clee Options was determined on arm's length commercial terms by the Directors. The funds received if the Clee Options are exercised will be used towards ongoing development costs, working capital and business generation and marketing activities for the Company.
<b>Purpose of issue and use of funds</b>	The purpose of the issue of Clee Options is to satisfy in part, the Company's fee payment obligations to Clee for the Capital Raise.
<b>Terms of Securities</b>	The material terms and conditions of the Clee Options are set out in Schedule 1.
<b>Summary of material terms of agreement</b>	<p>The Clee Options will be issued pursuant to the terms of the agreement with Clee as lead manager for the Capital Raise. The key terms are summarised below.</p> <p>(a) Clee served as lead manager for the Capital Raise and was paid a cash fee of 3% plus GST on the Capital Raise.</p> <p>(b) In addition, Clee was to be granted 15,000,000 Options, subject to Shareholder approval.</p>

A voting exclusion statement is included in the Notice for Resolution 2.

#### **2.4 Board recommendation**

The Board recommends that Shareholders vote in favour of Resolution 2.

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## GLOSSARY

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**15% Placement Capacity** has the meaning given in Section 1.3 of the Explanatory Statement.

**AEST** means Australian Eastern Standard Time as observed in Sydney, New South Wales.

**Associate** has the meaning given to that term in sections 10 to 17 of the Corporations Act.

**ASX** means ASX Limited or the market operated by it, as the context requires.

**Board** means the current board of Directors of the Company.

**Capital Raise** has the meaning given in Section 2.1 of the Explanatory Statement.

**Chair** means the chair of the Meeting.

**Clee** means Clee Capital Pty Ltd ACN 637 619 937.

**Clee Options** has the meaning given in Section 2.1 of the Explanatory Statement.

**Company or Thrive** means Thrive Tribe Technologies Limited ACN 600 717 539.

**Constitution** means the Company's constitution.

**Convertible Note** means the debt instrument which may be converted into equity on the terms agreed between each Lender and the Company under their respective Convertible Note Subscription Deed.

**Convertible Note Subscription Deed** has the meaning given to that term in Section 1.2 of the Explanatory Statement.

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

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

**Explanatory Statement** means the explanatory statement accompanying the Notice.

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

**Lender or Lenders** has the meaning given to that term in Section 1.1 of the Explanatory Statement.

**Listing Rules** means the Listing Rules of the ASX.

**Loan** means, at any time, the aggregate amount outstanding of all borrowings contemplated in each Loan Agreement entered into by each Lender and the Company, including the principal amount and any interest accrued.

**Loan Agreement** has the meaning given to that term in Section 1.1 of the Explanatory Statement.

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

**Option** means an option which entitles the holder to subscribe for one Share in accordance with the terms and conditions outlined in Schedule 1.

**Proxy Form** means the proxy form accompanying the Notice.

**Resolution** means a resolution set out in the Notice.

**Section** means a section of the Explanatory Statement.

**Securities** as defined in Chapter 19 of the Listing Rules.

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

**Shareholder** means a holder of a Share.

**Sophisticated Investors** means investors within the definition in sections 708(8) of the Corporations Act.

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## SCHEDULE 1

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(a) *Exercise Price*

The exercise price per Option is \$0.10

(b) *Entitlement*

Each Option shall entitle the holder the right to subscribe (in cash) for one Share in the capital of the Company.

(c) *Option Period*

The Options will expire on the date that is 3 years after the date of grant of the Options (**Expiry Date**). Subject to clause (g), Options may be exercised at any time prior to the Expiry Date and Options not exercised shall automatically lapse on the Expiry Date.

(d) *Ranking of Share Allotted on Exercise of Option*

Each Share allotted as a result of the exercise of any Option will, subject to the Constitution of the Company, rank in all respects *pari passu* with the existing Shares in the capital of the Company on issue at the date of issue.

(e) *Voting*

A registered owner of an Option (**Option Holder**) will not be entitled to attend or vote at any meeting of the members of the Company unless they are, in addition to being an Option Holder, a Shareholder.

(f) *Transfer of an Option*

Options are transferrable at any time prior to the Expiry Date. This right is subject to any restrictions on the transfer of Options that may be imposed by the ASX.

(g) *Method of Exercise of an Option*

- (i) The Company will provide to each Option Holder a notice that is to be completed when exercising the Options (**Notice of Exercise of Options**). Options may be exercised by the Option Holder by completing the Notice of Exercise of Options and forwarding the same to the Company Secretary to be received prior to the Expiry Date. The Notice of Exercise of Options must state the number of Options exercised and the consequent number of Shares to be allotted; which number of Options must be a multiple of 1,000,000 if only part of the Option Holder's total Options are exercised, or if the total number of Options held by an Option Holder is less than 1,000,00, then the total of all Options held by that Option Holder must be exercised.
- (ii) The Notice of Exercise of Options by an Option Holder must be accompanied by payment in full for the relevant number of Shares being subscribed.
- (iii) Subject to paragraph (g)(i) above, the exercise of less than all of an Option Holder's Options will not prevent the Option Holder from exercising the whole or any part of the balance of the Option Holder's entitlement under the Option Holder's remaining Options.
- (iv) Within 5 business days from the date the Option Holder properly exercises Options held by the Option Holder, the Company shall issue and allot to the Option Holder that number of Shares in the capital of the Company so subscribed for by the Option Holder.
- (v) If the Company is listed on the ASX, the Company will apply to the ASX for, and use its best endeavours to obtain, Official Quotation of all such Shares, in accordance with the Corporations Act and the Listing Rules of the ASX.

(h) *Reconstruction*

In the event of a reconstruction (including consolidation, sub-division, reduction or return) of the issued capital of the Company, all rights of the Option Holder will be changed to the

extent necessary to comply with the Corporations Act and ASX Listing Rules applying to the reconstruction of capital, at the time of the reconstruction.

(i) *Participation in New Share Issues*

There are no participating rights or entitlements inherent in the Options to participate in any new issues of capital which may be made or offered by the Company to its Shareholders from time to time prior to the expiry date unless and until the Options are exercised. The Company will ensure that during the exercise period, the record date for the purposes of determining entitlements to any new such issue, will be such date required under the Listing Rules in order to afford the Option Holder an opportunity to exercise the Options held by the Option Holder.

(j) *No Change of Options' Exercise Price or Number of Underlying Shares*

The Options do not confer the right to a change in exercise price or change to the number of underlying Securities except in the circumstances outlined in Listing Rule 6.22. There are no rights to change the exercise price of the Options or the number of underlying Shares if there is a bonus issue to the holders of ordinary Shares. If the Company makes a pro rata issue of Securities (except a bonus issue) to the holders of ordinary Shares (other than an issue in lieu or in satisfaction of dividends or by way of dividend investment) the Option exercise price shall be reduced according to the formula specified in the Listing Rules.

**All Correspondence to:**

✉ **By Mail** Boardroom Pty Limited  
GPO Box 3993  
Sydney NSW 2001 Australia

📠 **By Fax:** +61 2 9290 9655

💻 **Online:** [www.boardroomlimited.com.au](http://www.boardroomlimited.com.au)

☎ **By Phone:** (within Australia) 1300 737 760  
(outside Australia) +61 2 9290 9600

## YOUR VOTE IS IMPORTANT

For your vote to be effective it must be recorded **before 10:00am (AEST) on Sunday 17 September 2023.**

### 🖥 TO VOTE ONLINE

- STEP 1: VISIT** <https://www.votingonline.com.au/1TTegm2023>
- STEP 2: Enter your Postcode OR Country of Residence (if outside Australia)**
- STEP 3: Enter your Voting Access Code (VAC):**

### 📱 BY SMARTPHONE



Scan QR Code using smartphone  
QR Reader App

### TO VOTE BY COMPLETING THE PROXY FORM

#### STEP 1 APPOINTMENT OF PROXY

Indicate who you want to appoint as your Proxy.

If you wish to appoint the Chair of the Meeting as your proxy, mark the box. If you wish to appoint someone other than the Chair of the Meeting as your proxy please write the full name of that individual or body corporate. If you leave this section blank, or your named proxy does not attend the meeting, the Chair of the Meeting will be your proxy. A proxy need not be a securityholder of the company. Do not write the name of the issuer company or the registered securityholder in the space.

#### Appointment of a Second Proxy

You are entitled to appoint up to two proxies to attend the meeting and vote. If you wish to appoint a second proxy, an additional Proxy Form may be obtained by contacting the company's securities registry or you may copy this form.

To appoint a second proxy you must:

- complete two Proxy Forms. On each Proxy Form state the percentage of your voting rights or the number of securities 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.
- return both forms together in the same envelope.

#### STEP 2 VOTING DIRECTIONS TO YOUR PROXY

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

#### Proxy which is a Body Corporate

Where a body corporate is appointed as your proxy, the representative of that body corporate attending the meeting must have provided an "Appointment of Corporate Representative" prior to admission. An Appointment of Corporate Representative form can be obtained from the company's securities registry.

#### STEP 3 SIGN THE FORM

The form **must** be signed as follows:

**Individual:** This form is to be signed by the securityholder.

**Joint Holding:** where the holding is in more than one name, all the securityholders should sign.

**Power of Attorney:** to sign under a Power of Attorney, you must have already lodged it with the registry. Alternatively, attach a certified photocopy of the Power of Attorney to this form when you return it.

**Companies:** this form must be signed by a Director jointly with either another Director or a Company Secretary. Where the company has a Sole Director who is also the Sole Company Secretary, this form should be signed by that person. **Please indicate the office held by signing in the appropriate place.**

#### STEP 4 LODGEMENT

Proxy forms (and any Power of Attorney under which it is signed) must be received no later than 48 hours before the commencement of the meeting, therefore by **10:00am (AEST) on Sunday 17 September 2023.** Any Proxy Form received after that time will not be valid for the scheduled meeting.

Proxy forms may be lodged using the enclosed Reply Paid Envelope or:

🖥 **Online** <https://www.votingonline.com.au/1TTegm2023>

📠 **By Fax** + 61 2 9290 9655

✉ **By Mail** Boardroom Pty Limited  
GPO Box 3993,  
Sydney NSW 2001 Australia

👤 **In Person** Boardroom Pty Limited  
Level 8, 210 George Street  
Sydney NSW 2000 Australia

#### Attending the Meeting

If you wish to attend the meeting please bring this form with you to assist registration.

# Thrive Tribe Technologies Limited

ACN 600 717 539

## Your Address

This is your address as it appears on the company's share register. If this is incorrect, please mark the box with an "X" and make the correction in the space to the left. Securityholders sponsored by a broker should advise their broker of any changes.

**Please note, you cannot change ownership of your securities using this form.**

## PROXY FORM

### STEP 1 APPOINT A PROXY

I/We being a member/s of **Thrive Tribe Technologies Limited** (Company) and entitled to attend and vote hereby appoint:

the **Chair of the Meeting** (mark box)

**OR** if you are **NOT** appointing the Chair of the Meeting as your proxy, please write the name of the person or body corporate (excluding the registered securityholder) you are appointing as your proxy below

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chair of the Meeting as my/our proxy at the Extraordinary General Meeting of the Company to be held at **Thomson Geer, Level 14, 60 Martin Place, Sydney NSW 2000 on Tuesday 19 September 2023** and at any adjournment of that meeting, to act on my/our behalf and to vote in accordance with the following directions or if no directions have been given, as the proxy sees fit.

The Chair of the Meeting intends to vote undirected proxies in favour of each of the items of business.

### STEP 2 VOTING DIRECTIONS

\* 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 vote will not be counted in calculating the required majority if a poll is called.

		For	Against	Abstain*
Resolution 1	Approval of Issue of Convertible Notes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 2	Issue of Options to Clee Capital Pty Ltd	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### STEP 3 SIGNATURE OF SECURITYHOLDERS

This form must be signed to enable your directions to be implemented.

Individual or Securityholder 1

Sole Director and Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director / Company Secretary

Contact Name.....

Contact Daytime Telephone.....

Date / / 2023