



Dotz Nano Limited ACN 125 264 575

**Notice of Extraordinary General Meeting
Explanatory Statement | Proxy Form**

Date: Tuesday, 12 March 2024

Time: 3:00pm (AEDT)

Place: Virtual meeting accessible online, pre-register in advance:

https://us02web.zoom.us/webinar/register/WN_TvVDnXBkQl62m3MvjQug-Q

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

Should you wish to discuss any matter, please do not hesitate to contact the Company Secretary by email – andrew.r@dotz.tech.

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Venue and Voting Information

The Extraordinary General Meeting of the Shareholders to which this Notice of Meeting relates will be held at 3:00pm (AEDT) on Tuesday, 12 March 2024 as a virtual meeting accessible online.

Based on the information available at the date of the Notice of Extraordinary General Meeting, the Board considers that it is appropriate to hold a virtual meeting. Shareholders will be able to attend the Meeting online and can pre-register in advance for the virtual meeting here:

https://us02web.zoom.us/webinar/register/WN_TvVDnXBkQl62m3MvjQug-Q

After registering, Shareholders will receive a confirmation email containing information on how to attend the virtual meeting on the day of the Extraordinary General Meeting.

Shareholders who attend online will have the opportunity to vote, ask questions (written and oral) and make comments in real time.

Whilst Shareholders will be able to attend and participate in the Meeting online, the Company strongly encourages you to submit completed Proxy Forms prior to the Meeting in accordance with the instructions set out in the Proxy Form and the Notice of Extraordinary Meeting.

As permitted by the Corporations Act, the Company will not be sending hard copies of the Notice of Extraordinary General Meeting to Shareholders unless the Shareholder has made a valid election to receive documents in hard copy.

Shareholders that have an existing account with Automic will be able to watch, listen, ask questions and vote online.

Shareholders who do not have an account with Automic are strongly encouraged to register for an account as soon as possible and well in advance of the Meeting to avoid any delays on the day of the Meeting. An account can be created via the following link: investor.automic.com.au and then clicking on “register” and following the prompts. Shareholders will require their holder number, (Securityholder Reference Number (SRN) or Holder Identification Number (HIN)) to create an account with Automic.

To access the virtual meeting on the day:

1. Open your internet browser and go to: investor.automic.com.au.

2. Login with your username and password or click “register” if you haven’t already created an account. Shareholders are encouraged to create an account prior to the start of the meeting to ensure there is no delay in attending the virtual meeting.
3. After logging in, a banner will display at the bottom of your screen to indicate that the meeting is open for registration, click on “**Register**” when this appears. Alternatively, click on “**Meetings**” on the left-hand menu bar to access registration.
4. Click on “**Register**” and follow the steps.
5. Click on the URL to join the webcast where you can view and listen to the virtual meeting. Note that the webcast will open in a separate window.

Shareholders will be able to vote (see the “Voting virtually at the Meeting” section of this Notice of Meeting below) and ask questions at the virtual meeting.

Shareholders are also encouraged to submit questions in advance of the Meeting to the Company. Questions must be submitted in writing to the Company Secretary, Andrew Ritter by email to: andrew.r@dotz.tech at least 48 hours before the EGM.

The Company will also provide Shareholders with the opportunity to ask questions during the Meeting with respect to the formal items of business as well as general questions in respect to the Company and its business.

Your vote is important

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

Voting virtually at the Meeting

Shareholders who wish to vote virtually on the day of the EGM can do so through the online meeting platform powered by Automic.

Once the Chair of the Meeting has declared the poll open for voting click on "Refresh" within the platform to be taken to the voting screen.

Select your voting direction and click "confirm" to submit your vote. Note that you cannot amend your vote after it has been submitted.

For further information on the live voting process please see the **Registration and Voting Guide** at <https://www.automicgroup.com.au/virtual-agms/>

Voting by proxy

To vote by proxy, please use one of the following methods:

Online	Lodge the Proxy Form online at https://investor.automic.com.au/#/loginsah by following the instructions: Login to the Automic website using the holding details as shown on the Proxy Form. Click on ‘View Meetings’ – ‘Vote’. To use the online lodgement facility, Shareholders will need their holder number (Securityholder Reference Number (SRN) or Holder Identification Number (HIN)) as shown on the front of the Proxy Form. For further information on the online proxy lodgement process please see the Online Proxy Lodgement Guide at https://www.automicgroup.com.au/virtual-agms/
By post	Automic, GPO Box 5193, Sydney NSW 2001
By hand	Automic, Level 5, 126 Phillip Street, Sydney NSW 2000

Your Proxy instruction must be received no later than 48 hours before the commencement of the Meeting. **Proxy Forms received later than this time will be invalid.**

Power of Attorney

If the proxy form is signed under a power of attorney on behalf of a Shareholder, then the attorney must make sure that either the original power of attorney or a certified copy is sent with the proxy form, unless the power of attorney has already provided it to the Share Registry.

Corporate Representatives

If a representative of a corporate shareholder or a corporate proxy will be attending the Meeting, the representative should provide the Share Registry with adequate evidence of their appointment, unless this has previously been provided to the Share Registry.

Notice of Extraordinary General Meeting

Notice is hereby given that the Extraordinary General Meeting of Shareholders of Dotz Nano Limited ACN 125 264 575 will be held at 3:00pm (AEDT) on Tuesday, 12 March 2024 as a virtual meeting. Shareholders must pre-register in advance to attend virtually:

https://us02web.zoom.us/webinar/register/WN_TvVDnXBkQl62m3MvjQug-Q

Explanatory Statement

The Explanatory Statement to this Notice of Meeting provides additional information on matters to be considered at the Extraordinary General Meeting. The Explanatory Statement, Annexures and the Proxy Form all form part of this Notice of Meeting.

The Directors have determined pursuant to Regulation 7.11.37 of the *Corporations Regulations 2001* (Cth) that the persons eligible to vote at the Extraordinary General Meeting are those who are registered Shareholders at 7:00PM (AEDT) on Saturday, 3 February 2024.

Terms and abbreviations used in this Notice of Meeting and Explanatory Statement are defined in the Glossary.

Agenda

Resolutions

1. Resolution 1 – Approval of issue of Third Tranche Convertible Notes for the purposes of ASX Listing Rule 7.1

To consider and, if thought fit, to pass the following resolution as an **Ordinary Resolution**:

“That, for the purposes of ASX Listing Rule 7.1 and for all other purposes, Shareholders approve the issue and allotment of 1,650,000 Third Tranche Convertible Notes to Mercer Street Global Opportunity Fund, LLC (or its nominee), and otherwise on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of the Notice of Extraordinary Meeting.”

Voting Exclusion Statement: As required by the ASX Listing Rules, the Company will disregard any votes cast in favour of Resolution 1 by or on behalf of:

- (a) a person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the entity); or
- (b) an Associate of those persons.

However, the Company need not disregard a vote if:

- (i) it is cast by a person as a proxy or attorney for a person who is entitled to vote, in accordance with the directions given to the proxy or attorney on the proxy form;
- (ii) it is cast by the Chair as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the chair decides; or
- (iii) it is cast by a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided that:
 - (A) the beneficiary provides written confirmation to the person that the beneficiary is not excluded from voting on this Resolution 1 and is not an Associate of a person excluded from voting on this Resolution 1; and
 - (B) it is cast in accordance with a direction given by the beneficiary to the holder.

2. Resolution 2 – Approval of issue of Third Tranche Options for the purposes of ASX Listing Rule 7.1

To consider and, if thought fit, to pass the following resolution as an **Ordinary Resolution**:

“That, for the purposes of ASX Listing Rule 7.1 and for all other purposes, Shareholders approve the issue and allotment of 2,142,857 Third Tranche Options to Mercer Street Global Opportunity Fund, LLC (or its nominee), and otherwise on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of the Notice of Extraordinary Meeting.”

Voting Exclusion Statement: As required by the ASX Listing Rules, the Company will disregard any votes cast in favour of Resolution 2 by or on behalf of:

- (a) a person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the entity); or
- (b) an Associate of those persons.

However, the Company need not disregard a vote if:

- (i) it is cast by a person as a proxy or attorney for a person who is entitled to vote, in accordance with the directions given to the proxy or attorney on the proxy form;
- (ii) it is cast by the Chair as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the chair decides; or
- (iii) it is cast by a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided that:
 - (A) the beneficiary provides written confirmation to the person that the beneficiary is not excluded from voting on this Resolution 2 and is not an Associate of a person excluded from voting on this Resolution 2; and
 - (B) it is cast in accordance with a direction given by the beneficiary to the holder.

3. Resolution 3 – Approval of the issue of Initial Commencement Shares (Tranche B) for the purposes of ASX Listing Rule 7.1

To consider and, if thought fit, to pass the following resolution as an **Ordinary Resolution**:

“That, for the purposes of ASX Listing Rule 7.1 and for all other purposes, Shareholders approve the issue and allotment of 475,889 Shares to Mercer Street Global Opportunity Fund, LLC (or its nominee), and otherwise on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of the Notice of Extraordinary Meeting.”

Voting Exclusion Statement: As required by the ASX Listing Rules, the Company will disregard any votes cast in favour of Resolution 3 by or on behalf of:

- (a) a person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the entity); or
- (b) an Associate of those persons.

However, the Company need not disregard a vote if:

- (i) it is cast by a person as a proxy or attorney for a person who is entitled to vote, in accordance with the directions given to the proxy or attorney on the proxy form;
- (ii) it is cast by the Chair as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the chair decides; or
- (iii) it is cast by a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided that:
 - (A) the beneficiary provides written confirmation to the person that the beneficiary is not excluded from voting on this Resolution 3 and is not an Associate of a person excluded from voting on this Resolution 3; and
 - (B) it is cast in accordance with a direction given by the beneficiary to the holder.

4. Resolution 4 – Ratification of Prior Issue of First Tranche Convertible Notes under ASX Listing Rule 7.4

To consider and, if thought fit, to pass the following resolution as an **Ordinary Resolution**:

“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the allotment and prior issue of 2,200,000 First Tranche Convertible Notes issued on 5 February 2024 and otherwise on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of this Notice of Meeting.”

Voting Exclusion Statement: The Company will disregard any votes cast in favour of Resolution 4 by or on behalf of:

- (a) a person who participated in the issue or is a counterparty to the agreement being approved; or
- (b) an Associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 3 by:

- (i) 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
- (ii) 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
- (iii) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (A) 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
 - (B) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

5. Resolution 5 – Ratification of Prior Issue of First Tranche Options under ASX Listing Rule 7.4

To consider and, if thought fit, to pass the following resolution as an **Ordinary Resolution**:

“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the allotment and prior issue of 2,857,143 First Tranche Options issued on 5 February 2024 and otherwise on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of this Notice of Meeting.”

Voting Exclusion Statement: The Company will disregard any votes cast in favour of Resolution 5 by or on behalf of:

- (a) a person who participated in the issue or is a counterparty to the agreement being approved; or
- (b) an Associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 5 by:

- (i) 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
- (ii) 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
- (iii) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (A) 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
 - (B) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

6. Resolution 6 – Ratification of Prior Issue of Initial Commencement Shares (Tranche A) under ASX Listing Rule 7.4

To consider and, if thought fit, to pass the following resolution as an **Ordinary Resolution**:

“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the allotment and prior issue of 475,889 Shares issued on 5 February 2024 and otherwise on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of this Notice of Meeting.”

Voting Exclusion Statement: The Company will disregard any votes cast in favour of Resolution 6 by or on behalf of:

- (a) a person who participated in the issue or is a counterparty to the agreement being approved; or
- (b) an Associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 6 by:

- (i) 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

- (ii) 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
- (iii) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (A) 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
 - (B) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

7. Resolution 7 – Ratification of Prior Issue of Shares under ASX Listing Rule 7.4

To consider and, if thought fit, to pass the following resolution as an **Ordinary Resolution**:

“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the allotment and prior issue of 1,764,706 Shares issued on 24 May 2023 and otherwise on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of this Notice of Meeting.”

Voting Exclusion Statement: The Company will disregard any votes cast in favour of Resolution 7 by or on behalf of:

- (a) a person who participated in the issue or is a counterparty to the agreement being approved; or
- (b) an Associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 7 by:

- (i) 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
- (ii) 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
- (iii) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (A) 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
 - (B) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

8. Resolution 8 – Ratification of Prior Issue of Shares under ASX Listing Rule 7.4

To consider and, if thought fit, to pass the following resolution as an **Ordinary Resolution**:

“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the allotment and prior issue of 1,578,948 Shares issued on 1 June 2023 and otherwise on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of this Notice of Meeting.”

Voting Exclusion Statement: The Company will disregard any votes cast in favour of Resolution 8 by or on behalf of:

- (a) a person who participated in the issue or is a counterparty to the agreement being approved; or
- (b) an Associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 8 by:

- (i) 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
- (ii) 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
- (iii) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (A) 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
 - (B) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

9. Resolution 9 – Ratification of Prior Issue of Shares under ASX Listing Rule 7.4

To consider and, if thought fit, to pass the following resolution as an **Ordinary Resolution**:

“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the allotment and prior issue of 1,500,000 Shares issued on 30 June 2023 and otherwise on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of this Notice of Meeting.”

Voting Exclusion Statement: The Company will disregard any votes cast in favour of Resolution 9 by or on behalf of:

- (a) a person who participated in the issue or is a counterparty to the agreement being approved; or
- (b) an Associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 9 by:

- (i) 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
- (ii) 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
- (iii) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (A) 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

- (B) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

10. Resolution 10 – Ratification of Prior Issue of Shares under ASX Listing Rule 7.4

To consider and, if thought fit, to pass the following resolution as an **Ordinary Resolution**:

“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the allotment and prior issue of 1,875,000 Shares issued on 29 August 2023 and otherwise on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of this Notice of Meeting.”

Voting Exclusion Statement: The Company will disregard any votes cast in favour of Resolution 10 by or on behalf of:

- (a) a person who participated in the issue or is a counterparty to the agreement being approved; or
- (b) an Associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 10 by:

- (i) 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
- (ii) 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
- (iii) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (A) 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
 - (B) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

11. Resolution 11 – Ratification of Prior Issue of Shares under ASX Listing Rule 7.4

To consider and, if thought fit, to pass the following resolution as an **Ordinary Resolution**:

“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the allotment and prior issue of 3,125,000 Shares issued on 29 September 2023 and otherwise on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of this Notice of Meeting.”

Voting Exclusion Statement: The Company will disregard any votes cast in favour of Resolution 11 by or on behalf of:

- (a) a person who participated in the issue or is a counterparty to the agreement being approved; or
- (b) an Associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 11 by:

- (i) 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
- (ii) 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
- (iii) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (A) 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
 - (B) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

12. Resolution 12 – Ratification of Prior Issue of Shares under ASX Listing Rule 7.4

To consider and, if thought fit, to pass the following resolution as an **Ordinary Resolution**:

“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the allotment and prior issue of 3,571,429 Shares issued on 1 November 2023 and otherwise on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of this Notice of Meeting.”

Voting Exclusion Statement: The Company will disregard any votes cast in favour of Resolution 12 by or on behalf of:

- (a) a person who participated in the issue or is a counterparty to the agreement being approved; or
- (b) an Associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 12 by:

- (i) 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
- (ii) 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
- (iii) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (A) 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
 - (B) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

13. Resolution 13 – Ratification of Prior Issue of Shares under ASX Listing Rule 7.4

To consider and, if thought fit, to pass the following resolution as an **Ordinary Resolution**:

“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the allotment and prior issue of 3,333,334 Shares issued on 1 December 2023 and otherwise on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of this Notice of Meeting.”

Voting Exclusion Statement: The Company will disregard any votes cast in favour of Resolution 13 by or on behalf of:

- (a) a person who participated in the issue or is a counterparty to the agreement being approved; or
- (b) an Associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 13 by:

- (i) 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
- (ii) 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
- (iii) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (A) 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
 - (B) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

14. Resolution 14 – Ratification of Prior Issue of Shares under ASX Listing Rule 7.4

To consider and, if thought fit, to pass the following resolution as an **Ordinary Resolution**:

“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the allotment and prior issue of 3,333,334 Shares issued on 9 January 2024 and otherwise on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of this Notice of Meeting.”

Voting Exclusion Statement: The Company will disregard any votes cast in favour of Resolution 14 by or on behalf of:

- (a) a person who participated in the issue or is a counterparty to the agreement being approved; or
- (b) an Associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 14 by:

- (i) 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

- (ii) 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
- (iii) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (A) 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
 - (B) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

15. Resolution 15 – Ratification of Prior Issue of Shares under ASX Listing Rule 7.4

To consider and, if thought fit, to pass the following resolution as an **Ordinary Resolution**:

“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the allotment and prior issue of 250,000 Shares issued on 26 September 2023 and otherwise on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of this Notice of Meeting.”

Voting Exclusion Statement: The Company will disregard any votes cast in favour of Resolution 15 by or on behalf of:

- (a) a person who participated in the issue or is a counterparty to the agreement being approved; or
- (b) an Associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 15 by:

- (i) 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
- (ii) 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
- (iii) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (A) 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
 - (B) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

16. Resolution 16 – Ratification of Prior Issue of Consultant Options under ASX Listing Rule 7.4

To consider and, if thought fit, to pass the following resolution as an **Ordinary Resolution**:

“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the allotment and prior issue of 3,000,000 Consultant Options issued on 28 September 2023 and

otherwise on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of this Notice of Meeting.”

Voting Exclusion Statement: The Company will disregard any votes cast in favour of Resolution 16 by or on behalf of:

- (a) a person who participated in the issue or is a counterparty to the agreement being approved; or
- (b) an Associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 16 by:

- (i) 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
- (ii) 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
- (iii) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (A) 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
 - (B) 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

Andrew Ritter

Company Secretary

6 February 2024

Explanatory Statement

The purpose of this Explanatory Statement is to provide information which the Directors believe to be material to Shareholders in deciding whether or not to pass the Resolutions in the Notice of Meeting.

If you are in any doubt about what to do in relation to the Resolutions contemplated in the Notice of Meeting and this Explanatory Statement, it is recommended that you seek advice from an accountant, solicitor or other professional advisor.

Resolutions

Resolutions 1, 2 and 3 – Approval of issue of Third Tranche Securities

Background

On 5 February 2024, the Company announced that it had entered into the Convertible Securities Agreement with Mercer Street Global Opportunity Fund, LLC, a US-based investment fund managed by Mercer Street Capital Partners, LLC to raise up to \$12,000,000 (before costs) via a multi-tranche capital raising comprising the issue of the following Securities to Mercer (or its nominee):

- (a) First Tranche Securities:
 - (i) 2,200,000 First Tranche Convertible Notes;
 - (ii) 2,857,143 First Tranche Options; and
 - (iii) 475,889 Initial Commencement Shares (Tranche A),
raising \$2,000,000 (**First Investment Amount**),
- (b) Second Tranche Securities:
 - (i) 1,650,000 Second Tranche Convertible Notes; and
 - (ii) 2,142,857 Second Tranche Options,
raising \$1,500,000 (**Second Investment Amount**),
- (c) Third Tranche Securities:
 - (i) 1,650,000 Third Tranche Convertible Notes;
 - (ii) 2,142,857 Third Tranche Options; and
 - (iii) 475,889 Initial Commencement Shares (Tranche B),
raising \$1,500,000 (**Third Investment Amount**),
- (d) Subsequent Tranche Securities:
 - (i) subject to agreement of Mercer and the Company, a minimum of 550,000 up to a maximum of 7,700,000 Subsequent Tranche Convertible Notes;
 - (ii) such number of Subsequent Tranche Options which is equal to 50% of the investment amount in respect of each issue of Subsequent Tranche Convertible Notes; and
 - (iii) the Subsequent Commencement Shares, and
raising, subject to agreement of Mercer and the Company, a minimum of \$500,000 and a maximum of \$7 million in one or more tranches (each a **Subsequent Investment Amount**),

On 5 February 2024, the Company issued the First Tranche Securities. The First Tranche Securities were issued utilising the Company's capacity under ASX Listing Rule 7.1.

The Third Tranche Securities are proposed to be issued subject to the approval by Shareholders of

Resolutions 1, 2 and 3.

Subject to completion of the issue of the First Tranche Securities, Second Tranche Securities and Third Tranche Securities, and the Company agreeing a further investment with Mercer, the Company may agree with Mercer to issue a certain number of Subsequent Tranche Securities.

The proceeds raised pursuant to the Convertible Securities Agreement will be applied by the Company primarily for the development and exploitation of carbon capture technology, in addition to repayment of unsecured loans as well as for general working capital requirements of the Company.

ASX Listing Rule 7.1

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of equity securities that a listed company can issue without the approval of its shareholders over any 12-month period to 15% of the fully paid ordinary securities it had on issue at the start of that period. An issue of equity securities that is approved by the Company's Shareholders under Listing Rule 7.1 will not use up the Company's 15% limit and therefore does not reduce the Company's capacity to issue further equity securities without Shareholder approval under Listing Rule 7.1. The Company wishes to retain as much flexibility as possible to issue additional equity securities in the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1. To this end, Resolutions 1, 2 and 3 seek Shareholder approval to approve the issue of:

- (a) 1,650,000 Third Tranche Convertible Notes (including the subsequent issue of up to a maximum of 18,333,334 Shares (subject to rounding)) (**Resolution 1**);
- (b) 2,142,857 Third Tranche Options (**Resolution 2**); and
- (c) 475,889 Initial Commencement Shares (Tranche B) (**Resolution 3**),

under and for the purposes of Listing Rule 7.1.

If Resolutions 1, 2 and 3 are passed, the issue of 1,650,000 Third Tranche Convertible Notes (including the subsequent issue of up to a maximum of 18,333,334 Shares, assuming a conversion based on the floor price of \$0.09), 2,142,857 Third Tranche Options and 475,889 Initial Commencement Shares (Tranche B) will be excluded in calculating the Company's 15% limit in Listing Rule 7.1 to issue equity securities without Shareholder approval over the 12 month period following the date on which the Third Tranche Convertible Notes and Third Tranche Options are issued. If Resolutions 1, 2 and 3 are not passed, and the Company proceeds with the issue (assuming it has the capacity at the time under Listing Rule 7.1), the 1,650,000 Third Tranche Convertible Notes (including the subsequent issue of up to a maximum of 18,333,334 Shares), 2,142,857 Third Tranche Options and 475,889 Initial Commencement Shares (Tranche B) will be included in calculating the Company's 15% limit in Listing Rule 7.1 to issue equity securities without Shareholder approval over the 12-month period following the date on which the Third Tranche Convertible Notes, Third Tranche Options and Initial Commencement Shares (Tranche B) are issued.

Information required by ASX Listing Rule 7.3

The following information is provided to Shareholders for the purposes of ASX Listing Rule 7.3.

- (a) The Third Tranche Convertible Notes and Third Tranche Options will be issued to Mercer (or its nominee).
- (b) The maximum number of Securities to be issued is:
 - (i) 1,650,000 Third Tranche Convertible Notes (including the subsequent issue of up to a maximum of 18,333,334 Shares;
 - (ii) 2,142,857 Third Tranche Options; and
 - (iii) 475,889 Initial Commencement Shares (Tranche B).

- (c) The material terms of the Third Tranche Convertible Notes and Third Tranche Options are summarised in Annexures A and B, respectively.
- (d) The Third Tranche Convertible Notes, Third Tranche Options and Initial Commencement Shares (Tranche B) will be issued within 3 months of Shareholders approving Resolutions 1, 2 and 3, respectively, or otherwise, as determined by ASX in the exercise of their discretion.
- (e) The Third Tranche Convertible Notes will be issued at a subscription price of \$0.909 per Third Tranche Convertible Note to raise \$1,500,000. The Third Tranche Options will be issued for nil consideration, as free-attaching Options to the Third Tranche Convertible Notes. The Initial Commencement Shares (Tranche B) will be issued for nil consideration. If all Third Tranche Options are exercised in accordance with their terms, the Company will raise approximately \$750,000 (before costs).
- (f) Funds raised from the issue of the Third Tranche Convertible Notes will be used for general working capital purposes.
- (g) The Third Tranche Convertible Notes, Third Tranche Options and Initial Commencement Shares (Tranche B) will be issued under an agreement between the Company and Mercer. The material terms of the Convertible Securities Agreement are summarised in Annexure C.
- (h) A voting exclusion statement for each of Resolutions 1, 2 and 3 is included in this Notice of Meeting.

Directors' recommendation

The Board recommends that Shareholders vote in favour of Resolutions 1, 2 and 3.

The Chair of the Meeting intends to cast all undirected proxies in favour of Resolutions 1, 2 and 3.

Resolutions 4, 5 and 6 – Ratification of Prior Issue of First Tranche Securities

Background

On 5 February 2024, the Company announced that it had entered into the Convertible Securities Agreement with Mercer to raise up to \$12,000,000 (before costs) via a three-tranche capital raising comprising the issue of the following Securities to Mercer (or its nominee):

- (i) First Tranche Securities:
 - (i) 2,200,000 First Tranche Convertible Notes;
 - (ii) 2,857,143 First Tranche Options; and
 - (iii) 475,889 Initial Commencement Shares (Tranche A),
 raising \$2,000,000 (**First Investment Amount**),
- (j) Second Tranche Securities:
 - (i) 1,650,000 Second Tranche Convertible Notes; and
 - (ii) 2,142,857 Second Tranche Options,
 raising \$1,500,000 (**Second Investment Amount**),
- (k) Third Tranche Securities:
 - (i) 1,650,000 Third Tranche Convertible Notes;
 - (ii) 2,142,857 Third Tranche Options; and
 - (iii) 475,889 Initial Commencement Shares (Tranche B),
 raising \$1,500,000 (**Third Investment Amount**),

- (l) Subsequent Tranche Securities:
 - (i) subject to agreement of Mercer and the Company, a minimum of 550,000 up to a maximum of 7,700,000 Subsequent Tranche Convertible Notes;
 - (ii) such number of Subsequent Tranche Options which is equal to 50% of the investment amount in respect of each issue of Subsequent Tranche Convertible Notes; and
 - (iii) the Subsequent Commencement Shares, and
 - raising, subject to agreement of Mercer and the Company, a minimum of \$500,000 and a maximum of \$7 million in one or more tranches (each a **Subsequent Investment Amount**),

On 5 February 2024, the Company issued the First Tranche Securities. The First Tranche Securities were issued utilising the Company's capacity under ASX Listing Rule 7.1. The issue of the First Tranche Securities did not breach ASX Listing Rule 7.1 at the time of the issue.

The Third Tranche Securities are proposed to be issued subject to the approval by Shareholders of Resolutions 1, 2 and 3.

Subject to completion of the issue of the First Tranche Securities, the Second Tranche Securities and the Third Tranche Securities, and the Company requesting a further investment from Mercer, the Company may agree to issue a certain number of Subsequent Tranche Securities with Mercer.

The proceeds raised pursuant to the Convertible Securities Agreement will be applied by the Company primarily for the development and exploitation of carbon capture technology, in addition to repayment of unsecured loans as well as for general working capital requirements of the Company.

ASX Listing Rules 7.1

Resolutions 4, 5 and 6 propose that Shareholders approve and ratify the prior issue and allotment of:

- (a) 2,200,000 First Tranche Convertible Notes (including the subsequent issue of up to a maximum of 24,444,445 Shares (subject to rounding)) (**Resolution 4**);
- (b) 2,857,143 First Tranche Options (**Resolution 5**); and
- (c) 475,889 Initial Commencement Shares (Tranche A) (**Resolution 6**),

issued on 5 February 2024 (**First Tranche Issue Date**) pursuant to the Convertible Securities Agreement.

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of equity securities that a listed company can issue without the approval of its shareholders over any 12-month period to 15% of the fully paid ordinary securities it had on issue at the start of that period. The Company wishes to retain as much flexibility as possible to issue additional equity securities into the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1. To this end, these Resolutions seek Shareholder approval to ratify the issue of 2,200,000 First Tranche Convertible Notes (including the subsequent issue of up to a maximum of 24,444,445 Shares (subject to rounding)), 2,857,143 First Tranche Options and 475,889 Initial Commencement Shares (Tranche A) for the purposes of Listing Rule 7.4. If Resolutions 4, 5 and 6 are passed, the issue of 2,200,000 First Tranche Convertible Notes (including the subsequent issue of up to a maximum of 24,444,445 Shares (subject to rounding)), 2,857,143 First Tranche Options and 475,889 Initial Commencement Shares (Tranche A) will be excluded in calculating the Company's 15% capacity to issue equity securities under Listing Rule 7.1 without Shareholder approval over the 12-month period following the First Tranche Issue Date. If Resolutions 4, 5 and 6 are not passed, the issue of 2,200,000 First Tranche Convertible Notes (including the subsequent issue of up to a maximum of 24,444,445 Shares), 2,857,143 First Tranche Options and 475,889 Initial Commencement Shares (Tranche A) will be included in calculating the Company's 15% capacity to issue equity securities under Listing Rule 7.1 without Shareholder

approval over the 12-month period following the First Tranche Issue Date.

Information required by ASX Listing Rule 7.5

The following information is provided to Shareholders for the purposes of ASX Listing Rule 7.5.

- (a) The First Tranche Convertible Notes, First Tranche Options and Shares were issued to Mercer (or its nominee).
- (b) The Company issued:
 - (i) 2,200,000 First Tranche Convertible Notes (which upon conversion will result in the issue of up to a maximum of 24,444,445 Shares, assuming a conversion based on the floor price of \$0.09) (**Resolution 4**);
 - (ii) 2,857,143 First Tranche Options (**Resolution 5**);
 - (iii) 475,889 Initial Commencement Shares (Tranche A) (**Resolution 6**),
under ASX Listing Rule 7.1.
- (c) The material terms of the Third Tranche Convertible Notes and Third Tranche Options are summarised in Annexures A and B, respectively.
- (d) The First Tranche Convertible Notes, First Tranche Options and Initial Commencement Shares (Tranche A) were issued on 5 February 2024.
- (e) The First Tranche Convertible Notes were issued at a subscription price of \$0.909 per First Tranche Convertible Note to raise \$2,000,000. The First Tranche Options were issued for nil consideration, as free-attaching Options to the First Tranche Convertible Notes. The Initial Commencement Shares (Tranche A) were issued for nil consideration. If all First Tranche Options are exercised in accordance with their terms, the Company will raise approximately \$1,000,000 (before costs). The Shares were issued for nil consideration, as free-attaching Shares to the First Tranche Convertible Notes
- (f) Funds raised from the issue of the Third Tranche Convertible Notes will be used for general working capital purposes.
- (g) The First Tranche Convertible Notes, First Tranche Options and Initial Commencement Shares (Tranche A) were issued under an agreement between the Company and Mercer. The material terms of the Convertible Securities Agreement are summarised in Annexure C.
- (h) A voting exclusion statement for each of Resolutions 4, 5 and 6 is included in this Notice of Meeting.

Directors' recommendation

The Directors recommend that Shareholders vote in favour of Resolutions 4, 5 and 6.

The Chair of the Meeting intends to cast all undirected proxies in favour of Resolutions 4, 5 and 6.

Resolutions 7 to 14 – Ratification of Prior Issue of Shares

Background

On 15 September 2022, the Company announced that it had entered into an agreement with Lind to secure \$5.15 million in funding via a pre-payment for a placement of Shares and 7,118,644 unquoted 4-year options with an exercise price of \$0.47.

The funding commitment was designed to be made by way of a share placement, with the proceeds to be used to:

- (a) accelerate projects associated with the commercial agreement with Theracell Labs Ltd, specialising in development of cell and gene therapy devices, treatments and processing systems;
- (b) scale up the commercialisation of Dotz solutions in the oil and gas sector;
- (c) support further research and development;
- (d) expand marketing activities; and
- (e) build additional commercially viable partnerships in Dotz verticals.

ASX Listing Rules 7.1

Resolutions 7 to 13 (inclusive) propose that Shareholders approve and ratify the prior issue and allotment of:

- (a) 1,764,706 Shares issued on 24 May 2023 (**Resolution 7**);
- (b) 1,578,948 Shares issued on 1 June 2023 (**Resolution 8**);
- (c) 1,500,000 Shares issued on 30 June 2023 (**Resolution 9**);
- (d) 1,875,000 Shares issued on 29 August 2023 (**Resolution 10**);
- (e) 3,125,000 Shares issued on 29 September 2023 (**Resolution 11**);
- (f) 3,571,429 Shares issued on 1 November 2023 (**Resolution 12**);
- (g) 3,333,334 Shares issued on 1 December 2023 (**Resolution 13**); and
- (h) 3,333,334 Shares issued on 9 January 2024 (**Resolution 14**),

pursuant to the Lind Agreement.

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of equity securities that a listed company can issue without the approval of its shareholders over any 12-month period to 15% of the fully paid ordinary securities it had on issue at the start of that period. The Company wishes to retain as much flexibility as possible to issue additional equity securities into the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1. To this end, Resolutions 7 to 14 seek Shareholder approval to ratify the issue of 1,764,706 Shares under Resolution 7, 1,578,948 Shares under Resolution 8, 1,500,000 Shares under Resolution 9, 1,875,000 Shares under Resolution 10, 3,125,000 Shares under Resolution 11, 3,571,429 Shares under Resolution 12, 3,333,334 Shares under Resolution 13 and 3,333,334 Shares under Resolution 14, for the purposes of Listing Rule 7.4. If Resolutions 7 to 14 (inclusive) are passed, the issue of those Shares will be excluded in calculating the Company's 15% capacity to issue equity securities under Listing Rule 7.1 without Shareholder approval over the 12-month period following each issue date. If Resolutions 7 to 14 (inclusive) are not passed, the issue of those Shares will be included in calculating the Company's 15% capacity to issue equity securities under Listing Rule 7.1 without Shareholder approval over the 12-month period following each issue date.

Information required by ASX Listing Rule 7.5

The following information is provided to Shareholders for the purposes of ASX Listing Rule 7.5.

- (a) The Shares were issued to Lind (or its nominee).
- (b) The Company issued:
 - (i) 1,764,706 Shares (**Resolution 7**);
 - (ii) 1,578,948 Shares (**Resolution 8**);
 - (iii) 1,500,000 Shares (**Resolution 9**);

- (iv) 1,875,000 Shares (**Resolution 10**);
 - (v) 3,125,000 Shares (**Resolution 11**);
 - (vi) 3,571,429 Shares (**Resolution 12**);
 - (vii) 3,333,334 Shares (**Resolution 13**); and
 - (viii) 3,333,334 Shares (**Resolution 14**),
- under ASX Listing Rule 7.1.
- (c) The Securities issued were Shares.
 - (d) The Shares were issued on:
 - (i) 24 May 2023 in respect of Resolution 7;
 - (ii) 1 June 2023 in respect of Resolution 8;
 - (iii) 30 June 2023 in respect of Resolution 9;
 - (iv) 29 August 2023 in respect of Resolution 10;
 - (v) 29 September 2023 in respect of Resolution 11;
 - (vi) 1 November 2023 in respect of Resolution 12;
 - (vii) 1 December 2023 in respect of Resolution 13; and
 - (viii) 9 January 2024 in respect of Resolution 14.
 - (e) The Shares were issued for:
 - (i) \$0.17 per Share in respect of Resolution 7;
 - (ii) \$0.19 per Share in respect of Resolution 8;
 - (iii) \$0.20 per Share in respect of Resolution 9;
 - (iv) \$0.16 per Share in respect of Resolution 10;
 - (v) \$0.16 per Share in respect of Resolution 11;
 - (vi) \$0.14 per Share in respect of Resolution 12;
 - (vii) \$0.12 per Share in respect of Resolution 13; and
 - (viii) \$0.12 per Share in respect of Resolution 14.
 - (f) Funds raised from the issue of the Shares have been used to:
 - (i) accelerate projects associated with the commercial agreement with Theracell Labs Ltd, specialising in development of cell and gene therapy devices, treatments and processing systems;
 - (ii) scale up the commercialisation of Dotz solutions in the oil and gas sector;
 - (iii) support further research and development;
 - (iv) expand marketing activities; and
 - (v) build additional commercially viable partnerships in Dotz verticals.
 - (g) The Shares were issued under an agreement between the Company and Lind. The material terms of the Lind Agreement are summarised in Annexure D.
 - (h) A voting exclusion statement for each of Resolutions 7 to 14 (inclusive) is included in this Notice of Meeting.

Directors' recommendation

The Directors recommend that Shareholders vote in favour of each of Resolutions 7 to 14 (inclusive).

The Chair of the Meeting intends to cast all undirected proxies in favour of Resolutions 7 to 14 (inclusive).

Resolution 15 – Ratification of Prior Issue of Shares

Background

On 26 September 2023, the Company announced a proposed issue of Shares to the Adviser for the delivery of strategic services under the Advisory Services Agreement. On 29 September 2023, the Company issued 250,000 Shares to the Adviser.

ASX Listing Rules 7.1

Resolution 15 proposes that Shareholders approve and ratify the prior issue and allotment of 250,000 Adviser Shares to the Adviser pursuant to the Advisory Services Agreement.

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of equity securities that a listed company can issue without the approval of its shareholders over any 12-month period to 15% of the fully paid ordinary securities it had on issue at the start of that period. The Company wishes to retain as much flexibility as possible to issue additional equity securities into the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1. To this end, Resolution 15 seeks Shareholder approval to ratify the issue of 250,000 Shares for the purposes of Listing Rule 7.4. If Resolution 15 is passed, the issue of those Shares will be excluded in calculating the Company's 15% capacity to issue equity securities under Listing Rule 7.1 without Shareholder approval over the 12-month period following each issue date. If Resolution 15 is not passed, the issue of those Shares will be included in calculating the Company's 15% capacity to issue equity securities under Listing Rule 7.1 without Shareholder approval over the 12-month period following each issue date.

Information required by ASX Listing Rule 7.5

The following information is provided to Shareholders for the purposes of ASX Listing Rule 7.5.

- (a) The Shares were issued to Tellaro Pty Ltd (or its nominee).
- (b) The Company issued 250,000 Adviser Shares under ASX Listing Rule 7.1.
- (c) The Securities issued were Shares.
- (d) The Shares were issued on 29 September 2023.
- (e) The Shares were issued for nil cash consideration at a value of \$0.185 per Adviser Share.
- (f) The Shares were issued as consideration to the Adviser for the delivery of strategic services.
- (g) The Shares were issued under an agreement between the Company and the Adviser. The material terms of the Advisory Services Agreement are:
 - (i) Term: initial term of 30 days, which can be extended by mutual agreement;
 - (ii) Termination: either party can terminate at any time with 10 days written notice;
 - (iii) Services: the Adviser will:
 - (A) introduce potential acquisition opportunities;
 - (B) undertake due diligence;
 - (C) perform introductions to the investment community; and

- (D) identify potential investors,
- (iv) Consideration: 250,000 Adviser Shares for nil cash consideration.
- (h) A voting exclusion statement for Resolution 15 is included in this Notice of Meeting.

Directors' recommendation

The Directors recommend that Shareholders vote in favour of Resolutions 15.

The Chair of the Meeting intends to cast all undirected proxies in favour of Resolution 15.

Resolution 16 – Ratification of Prior Issue of Consultant Options

Background

On 28 September 2023, the Company announced the issue of 3,000,000 Consultant Options to the Consultant.

The Consultant Options were issued in three, equal tranches to account for different exercise prices. The Consultant Options were otherwise issued on identical terms, which are summarised in Annexure E of this Notice of Meeting.

ASX Listing Rules 7.1

Resolution 16 proposes that Shareholders approve and ratify the prior issue and allotment of 3,000,000 Consultant Options to the Consultant pursuant to the Consultancy Agreement.

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of equity securities that a listed company can issue without the approval of its shareholders over any 12-month period to 15% of the fully paid ordinary securities it had on issue at the start of that period. The Company wishes to retain as much flexibility as possible to issue additional equity securities into the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1. To this end, Resolution 16 seeks Shareholder approval to ratify the issue of 3,000,000 Consultant Options for the purposes of Listing Rule 7.4. If Resolution 16 is passed, the issue of those Consultant Options will be excluded in calculating the Company's 15% capacity to issue equity securities under Listing Rule 7.1 without Shareholder approval over the 12-month period following each issue date. If Resolution 16 is not passed, the issue of those Consultant Options will be included in calculating the Company's 15% capacity to issue equity securities under Listing Rule 7.1 without Shareholder approval over the 12-month period following each issue date.

Information required by ASX Listing Rule 7.5

The following information is provided to Shareholders for the purposes of ASX Listing Rule 7.5.

- (a) The Consultant Options were issued to kNRG Strategies Inc (or its nominee).
- (b) The Company issued 3,000,000 Consultant Options under ASX Listing Rule 7.1 in the following tranches:
 - (i) 1,000,000 Consultant Options with an exercise price of \$0.21 per Consultant Option;
 - (ii) 1,000,000 Consultant Options with an exercise price of \$0.27 per Consultant Option; and
 - (iii) 1,000,000 Consultant Options with an exercise price of \$0.335 per Consultant Option.
- (c) The Securities issued were Consultant Options.
- (d) The Consultant Options were issued on 28 September 2023.

- (e) The Consultant Options were issued for nil cash consideration.
- (f) The Consultant Options were issued as consideration to the Consultant for the provision of consultancy services.
- (g) The Consultant Options were issued under an agreement between the Company and the Consultant. The material terms of the Consultancy Agreement are:
 - (i) Term: the term of the Consultancy Agreement is 12 months;
 - (ii) Termination: either party may terminate the Consultancy Agreement for any reason with one month's written notice;
 - (iii) Services:
 - (A) business development;
 - (B) corporate development, including a marketing strategy for carbon capture technology; and
 - (C) advise the Board of the Company,
 - (iv) Consideration:
 - (A) standard hourly/daily rate;
 - (B) the Consultant Options; and
 - (C) a bonus of 2% for any capital raising resulting from an introduction by the Consultant,
 - (v) Warranties: standard warranties for agreements of this kind.
- (h) A voting exclusion statement for Resolution 16 is included in this Notice of Meeting.

Directors' recommendation

The Directors recommend that Shareholders vote in favour of Resolution 16.

The Chair of the Meeting intends to cast all undirected proxies in favour of Resolution 16.

Glossary

Adviser means Tellaro Pty Ltd as trustee for The Tellaro Trust.

Adviser Shares means 250,000 Shares issued to the Adviser on 29 September 2023.

Advisory Services Agreement means the agreement entered into by the Company and the Adviser on 8 August 2023 for the delivery of strategic services.

AEDT means Australian Eastern Daylight Saving Time as observed in Sydney, New South Wales.

Associate has the meaning given to it by the ASX Listing Rules.

ASX means ASX Limited ACN 008 624 691 or the financial market operated by it, as the context requires, of 20 Bridge Street, Sydney, NSW 2000.

ASX Listing Rules or **Listing Rules** means the official ASX Listing Rules of the ASX and any other rules of the ASX which are applicable while the Company is admitted to the official list of the ASX, as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Board means the current board of Directors.

Chair means the person chairing the Meeting.

Company means Dotz Nano Limited ACN 125 264 575.

Consultancy Agreement means the agreement entered into between the Company and the Consultant dated 15 May 2023 for the delivery of consultancy services.

Consultant means kNRG Strategies Inc., a company incorporated in Canada.

Consultant Options means an option issued on the terms summarised in Annexure E.

Convertible Note means a convertible Security issued on the terms summarised in Annexure A.

Convertible Securities Agreement means the agreement entered into by the Company and Mercer to raise in aggregate a maximum of \$12,000,000 via the issue of Convertible Notes, Mercer Options and Shares in various tranches as announced by the Company on 5 February 2024.

Corporations Act means the *Corporations Act 2001* (Cth) as amended or replaced from time to time.

Director means a current director of the Company.

Dollar or “\$” means Australian dollars.

Explanatory Statement means the explanatory statement accompanying this Notice of Meeting.

Extraordinary General Meeting or **EGM** or **Meeting** means an extraordinary general meeting of the Company and, unless otherwise indicated, means the meeting of the Company’s members convened by this Notice of Meeting.

First Tranche Convertible Notes means the Convertible Notes issued on 5 February 2024 to Mercer (or its nominee) under the Convertible Securities Agreement.

First Tranche Options means the Mercer Options issued on 5 February 2024 to Mercer (or its nominee) under the Convertible Securities Agreement.

First Tranche Securities means the First Tranche Convertible Notes, First Tranche Options and Initial Commencement Shares (Tranche A).

Initial Commencement Shares (Tranche A) means the Shares issued to Mercer (or its nominee) on 5 February 2024 under the Convertible Securities Agreement.

Initial Commencement Shares (Tranche B) means the Shares to be issued to Mercer (or its nominee) which are the subject of Shareholder approval in Resolution 3.

Lind means Lind Global Fund II, LP, a fund managed by The Lind Partners.

Lind Agreement means the share subscription agreement entered into between the Company and Lind as announced on 15 September 2022.

Mercer means Mercer Street Global Opportunity Fund, LLC.

Mercer Option means an option issued on the terms summarised in Annexure B.

Notice of Meeting or **Notice of Extraordinary General Meeting** means this notice of extraordinary general meeting dated 6 February 2024 including the Explanatory Statement.

Ordinary Resolution means a resolution that can only be passed if at least 50% of the total votes cast by Shareholders entitled to vote on the resolution are voted in its favour at the meeting.

Proxy Form means the proxy form attached to this Notice of Meeting.

Resolutions means the resolutions set out in this Notice of Meeting, or any one of them, as the context requires.

Second Tranche Convertible Notes means the Convertible Notes to be issued to Mercer (or its nominee) by no later than 29 February 2024.

Second Tranche Options means the Mercer Options to be issued to Mercer (or its nominee) by no later than 29 February 2024.

Second Tranche Securities means the Second Tranche Convertible Notes and Second Tranche Options.

Third Tranche Convertible Notes means the Convertible Notes to be issued to Mercer (or its nominee) which are the subject of Shareholder approval in Resolution 1.

Third Tranche Options means the Mercer Options to be issued to Mercer (or its nominee) which are the subject of Shareholder approval in Resolution 2.

Third Tranche Securities means the Third Tranche Convertible Notes, Third Tranche Options and Initial Commencement Shares (Tranche B).

Securities mean Shares, Options or Convertible Notes (as the context requires).

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

Shareholder means a holder of a Share.

Share Registry or **Automic** means Automic Registry Services.

Subsequent Commencement Shares means the Shares to be issued to Mercer (or its nominee), being equal to \$210,000 divided by a deemed issue price per Share equal to the VWAP of Shares for the 5 Trading Days prior to the date of execution of the Convertible Securities Agreement.

Subsequent Tranche Convertible Notes means the Convertible Notes which may be issued, in accordance with the Convertible Securities Agreement, following the issue of the First Tranche Securities, Second Tranche Securities and Third Tranche Securities.

Subsequent Tranche Options means the Mercer Options which may be issued, in accordance with the Convertible Securities Agreement, following the issue of the First Tranche Securities, Second Tranche Options and Third Tranche Securities.

Subsequent Tranche Securities means Subsequent Tranche Convertible Notes, Subsequent Tranche Options and Subsequent Commencement Shares.

Annexure A – Material Terms of Convertible Notes

Number of Convertible Notes	2,200,000 First Tranche Convertible Notes. 1,650,000 Second Tranche Convertible Notes. 1,650,000 Third Tranche Convertible Notes. Up to 7,700,000 Subsequent Convertible Notes (subject to agreement by Mercer and the Company).
Subscription Price	\$0.909 per Convertible Note.
Face Value	Each Convertible Note will have a face value of \$1.00.
Maturity Date	18 months from the date of issue.
Interest Rate	Upon an event of default occurring, the Company must pay interest at a rate of 18% per annum on the amount of the face value of all Convertible Notes issued which have not been converted or repurchased, calculated daily and compounded monthly. Interest is not otherwise payable on the Convertible Notes.
Conversion of Convertible Notes	<p>Mercer may (at its absolute discretion) convert the Convertible Notes (in a minimum parcel with a face value of at least \$50,000) at any time prior to the date which is 18 months from their date of issue, by giving the Company a conversion notice. The conversion will occur within three business days of receipt of the notice.</p> <p>The number of Shares to which the Noteholder is entitled upon conversion of the Convertible Notes is determined by the following formula:</p> $\text{Number of Shares} = \text{RA} / \text{Conversion Price}$ <p>where:</p> <p>RA means the Repayment Amount of the Convertible Note being converted.</p> <p>Conversion Price means the applicable conversion price per Convertible Note. The applicable conversion price is set out below.</p> <p>Upon conversion of the Convertible Notes:</p> <ol style="list-style-type: none"> (a) those Convertible Notes are cancelled and may not be reissued; and (b) the face value of the Convertible Notes which have been converted will be deemed satisfied.
Conversion by the Company	The Company has no right to require the Noteholder to convert any Convertible Notes at any time.
Conversion Price	<p>In respect of the First Tranche Convertible Notes, the Second Tranche Convertible Notes and Third Tranche Convertible Notes, the conversion price will be the higher of:</p> <ol style="list-style-type: none"> (a) if the Conversion Notice is given on or before the date that is three months after the First Closing, 120% of the VWAP during the preceding ten (10) Trading Days on which Shares were traded in the ordinary course of business on the ASX immediately prior to the Execution Date (Conversion Price A); or (b) if the Conversion Notice is given after the date that is three months following the First Closing, the lesser of: <ul style="list-style-type: none"> • Conversion Price A; and • 90% of the two lowest daily VWAPs during the preceding twenty (20) Trading Days on which Shares were traded in the ordinary course of business on the ASX immediately

	<p>prior to the relevant Conversion Notice; and</p> <p>(c) \$0.09.</p> <p>In respect of the Subsequent Convertible Notes, the higher of:</p> <p>(a) the lesser of:</p> <ul style="list-style-type: none"> 100% of the VWAP during the preceding 20 trading days on which Shares traded in the ordinary course of business on ASX immediately prior to the closing date; and 95% of the two lowest daily VWAPs during the preceding 20 trading days on which Shares traded in the ordinary course of business on ASX ending on the date immediately prior to the relevant Conversion Notice; and <p>(b) \$0.13.</p>
Security Interest	The Convertible Notes are secured against all of the Company's present and after-acquired assets in favour of Mercer.
Repurchase	<p>So long as:</p> <p>(a) the Company is in compliance with its obligations under the Convertible Securities Agreement;</p> <p>(b) there is no existing event of default; and</p> <p>(c) Mercer has not issued a conversion notice,</p> <p>the Company may elect in writing to repurchase all of the Convertible Notes on issue at a 1.03 times premium, subject to compliance with the law and ASX Listing Rules.</p> <p>If the Company issues notice with respect to the repurchase of Convertible Notes, Mercer may elect to convert up to 100% of the Convertible Notes set out in such notice.</p>
Redemption	<p>If the Noteholder has not notified the Company in writing by the day that is 10 business days prior to the Maturity Date that it will be converting the Convertible Notes (in whole or in part), the Company is to pay in full to the holder of the Convertible Notes, the face value of the Convertible Notes (and any accrued but unpaid interest).</p> <p>If an event of default is subsisting after the Company has notice from the Noteholder requiring repayment, the Company must repay the face value of the outstanding Convertible Notes held by the Noteholder together with any accrued but unpaid interest. The Convertible Securities Agreement contains various events which constitute events of default which are standard for agreements of this nature.</p> <p>If there occurs a Change of Control Event, a Qualifying Capital Raising Event or a Delisting Event, the Noteholder may require repayment by the Company of some or all of the Convertible Notes.</p> <p>Change of Control Event means each of:</p> <p>(a) a takeover bid being made to acquire all of the Company's shares and:</p> <ul style="list-style-type: none"> the offer under the takeover bid is, or becomes, unconditional; and either: <ul style="list-style-type: none"> the bidder has acquired at any time during the offer period (or after the close of the offer period) a

	<p>relevant interest in more than 50 per cent of the Shares on issue; or</p> <ul style="list-style-type: none"> ○ the directors of the Company recommend acceptance of the offer under the takeover bid; <p>(b) a court approves a proposed scheme of arrangement which, when implemented, will result in a person having a relevant interest in 100% of the Shares on issue in the Company (where the requisite shareholder approval has also been obtained),</p> <p>Delisting Event means where the Shares are no longer quoted on ASX, the Shares are suspended from trading on ASX for a period of 20 consecutive business days, or in any case, other than as a result (directly or indirectly) of a Change of Control Event.</p> <p>Qualifying Capital Raising Event means capital raises under which the Company raises in aggregate \$15m or more during the term of the Convertible Securities Agreement.</p>
Ranking on Conversion	Shares issued on conversion of the Convertible Notes will rank equally with existing Shares on issue.
Reconstruction of Capital	In the event of a consolidation, subdivision or similar reconstruction of the issued capital of the Company, the terms of the Convertible Notes will be reconstructed to the extent necessary to comply with the ASX Listing Rules.
Participation Rights	The Convertible Notes will not carry any entitlement to participate in future issues of securities by the Company prior to any conversion of the Convertible Notes into Shares.
No Voting Rights	Except as required by the Corporations Act, the Convertible Notes will not carry a right to vote at meetings of the Company prior to any conversion of the Convertible Notes.

Annexure B – Material Terms of Mercer Options

1. The Mercer Options shall be issued for no cash consideration.
2. Each Mercer Option entitles the holder to subscribe for one fully paid ordinary share in the Company upon exercise of the Mercer Option.
3. The exercise price of each Mercer Option is \$0.35 (**Exercise Price**).
4. The Mercer Options will expire at 5:00pm AEST on the date being 36 months after issue (**Expiry Date**). Any unexercised Mercer Options on issue at the Expiry Date will automatically lapse on the Expiry Date and be cancelled by the Company.
5. The Mercer Options are transferable.
6. The Mercer Options may be exercised at any time wholly or in part by delivering a duly completed form of notice of exercise together with payment for the Exercise Price per Mercer Option to the Company at any time on or after the date of issue of the Mercer Options and on or before the Expiry Date. Payment may be made as directed by the Company from time to time, which may include by cheque, electronic funds transfer or other methods.
7. Upon the valid exercise of the Mercer Options and payment of the Exercise Price, the Company will within 3 Business Days issue fully paid ordinary shares ranking pari passu with the then issued ordinary shares.
8. The Company must either:
 - a. within five Business Days of the issue of shares under 7 above, provide ASX with a written notice pursuant to section 708A(5) of the Corporations Act meeting the requirements of section 708A(6) of the Corporations Act, in a form, and containing the information, that is sufficient to permit secondary trading on the ASX of those shares (**Cleansing Statement**); or
 - b. where unable to issue a Cleansing Statement, as soon as is reasonably practicable and in any event within 10 Business Days of issue of the resultant shares under 7 above, issue a prospectus or other form of disclosure document to enable those shares to be freely on-sold.
9. Mercer Option holders do not have a right to vote at meetings of the Company.
10. Mercer Option holders do not have any right to participate in new issues of securities in the Company made to shareholders generally. The Company will, where required pursuant to the Listing Rules, provide Mercer Option holders with notice prior to the books record date (to determine entitlements to any new issue of securities made to shareholders generally) to exercise the Mercer Options, in accordance with the requirements of the Listing Rules.
11. Mercer Option holders do not participate in any dividends unless the Mercer Options are exercised and the resultant shares of the Company are issued prior to the record date to determine entitlements to the dividend.
12. In the event of any reorganisation (including consolidation, subdivision, reduction or return) of the issued capital of the Company:
 - a. the number of Mercer Options, the Exercise Price of the Mercer Options, or both will be reorganised (as appropriate) in a manner consistent with the Listing Rules as applicable at the time of reorganisation, but with the intention that such reorganisation will not result in any benefits being conferred on the holders of the Mercer Options which are not conferred on shareholders; and

- b. subject to the provisions with respect to rounding of entitlements as sanctioned by a meeting of shareholders approving a reorganisation of capital, in all other respects the terms for the exercise of the Mercer Options will remain unchanged.
13. If there is a pro rata issue (except a bonus issue), the Exercise Price of a Mercer Option may be reduced according to the following formula:
- $$O_n = O - \frac{E [P - (S + D)]}{N + 1}$$
- Where:
- O_n = the new exercise price of the Mercer Option;
 - O = the old exercise price of the Mercer Option;
 - E = the number of underlying securities into which one Mercer Option is exercisable;
 - P = the volume weighted average market price per security of the underlying securities during the five trading days ending on the day before the ex right date or the ex entitlements date;
 - S = the subscription price for a security under the pro rata issue;
 - D = dividend due but not yet paid on the existing underlying securities (except those to be issued under the pro rata issue); and
 - N = the number of securities with rights or entitlements that must be held to receive a right to one new security.
14. If there is a bonus issue to the holders of shares in the Company, the number of shares over which the Mercer Option is exercisable may be increased by the number of shares which the Mercer Option holder would have received if the Mercer Option had been exercised before the record date for the bonus issue.
15. The terms of the Mercer Options shall only be changed if holders (whose votes are not to be disregarded) of ordinary shares in the Company approve of such a change. However, unless all necessary waivers of the Listing Rules are obtained, the terms of the Mercer Options shall not be changed to reduce the Exercise Price, increase the number of Mercer Options or change any period for exercise of the Mercer Options.
16. The Company does not intend to apply for listing of the Mercer Options on the ASX.
17. The Company shall apply for listing of the resultant Shares issued upon exercise of any Mercer Option.

Annexure C – Material Terms of Convertible Securities Agreement

1. **Overview:** Mercer will invest up to a maximum of \$12,000,000 in three or more tranches, subject to satisfaction of customary conditions precedent (including confirmation by the Company that it has performed or complied in all material respects with all obligations required to be performed or complied with under the Convertible Securities Agreement), via the issue of Convertible Notes.
2. **Conditions:** The conditions include, but are not limited to:
 - a. in respect of the First Investment Amount, the Company delivering an executed general security deed in favour of Mercer;
 - b. in respect of the Third Investment Amount, the Company obtaining Shareholder approval to issue the relevant securities;
 - c. in respect of the First Investment Amount, Second Investment Amount, Third Investment Amount and each Subsequent Investment Amount, the Company issuing a cleansing statement or lodging a prospectus (if necessary), such that following conversion of the Convertible Notes there are no restrictions for the on-sale of Shares;
 - d. in respect of each closing date for the First Investment Amount, Second Investment Amount, Third Investment Amount and each Subsequent Investment Amount, shares in the Company having remained continuously quoted on ASX without suspension for more than five trading days in the 12-month period prior to the relevant closing date; and
 - e. in respect of each Subsequent Investment Amount, Mercer and the Company agreeing to the Subsequent Investment.
3. **Shares:** Upon the issue of the:
 - a. First Tranche Convertible Notes, the Company must issue to Mercer (or its nominee) 475,889 Initial Commencement Shares (Tranche A) for nil consideration; and
 - b. Third Tranche Convertible Notes, the Company must issue to Mercer (or its nominee) 475,889 Initial Commencement Shares (Tranche B) for nil consideration; and
 - c. initial Subsequent Tranche Convertible Notes, the Company must issue to Mercer (or its nominee) the Subsequent Commencement Shares for nil consideration.
4. **Mercer Options:** Upon the issue of the:
 - a. First Tranche Convertible Notes, the Company must issue to Mercer (or its nominee) 2,857,143 Mercer Options for nil consideration;
 - b. Second Tranche Convertible Notes, the Company must issue to Mercer (or its nominee) 2,142,857 Mercer Options for nil consideration;
 - c. Third Tranche Convertible Notes, the Company must issue to Mercer (or its nominee) 2,142,857 Mercer Options for nil consideration; and
 - d. initial Subsequent Tranche Convertible Notes, the Company must issue to Mercer (or its nominee) such number of Mercer Options (for nil consideration) which is equal to 50% of the investment amount in respect of each issue of Subsequent Tranche Convertible Notes divided by \$0.35.
5. **Term:** The Convertible Securities Agreement commences on the date of execution and ends on the Business Day following repayment or conversion of all outstanding Convertible Notes, unless terminated earlier in accordance with its terms.
6. **Termination:** The Convertible Securities Agreement may be terminated:
 - a. by the mutual consent of the parties, at any time;
 - b. by the Company only after completion of the issue of the First Tranche Securities and either:
 - i. the Second Tranche Securities and the Third Tranche Securities have been issued; or
 - ii. Shareholder approval for the issue of the Third Tranche Securities has not been obtained at a duly convened meeting of Shareholders, on giving written notice to Mercer, provided that the Company has paid Mercer (or given evidence of payment) all money due and payable or which may become due for

payment to Mercer at any specified time, including without limitation the Face Value of the Convertible Securities issued; and

- c. by Mercer, if a condition precedent has not been satisfied or waived (if capable of waiver) or where an event of default occurs and is continuing.
-
- 7. **Use of Proceeds:** The parties agree that the Company will use all proceeds under the Convertible Securities Agreement primarily for the development and exploitation of carbon capture technology, in addition to repayment of unsecured loans as well as for general working capital requirements of the Company.
 - 8. **Other Terms:** the Convertible Securities Agreement contains customary investor protections such as negative covenants, representations and warranties.
 - 9. **Broker Fee:** A third party broker fee of 6% is also payable by the Company.

Annexure D – Material Terms of Lind Agreement

1. **Overview:** Lind will pre-pay \$5,150,000 within five business days (**Advance Payment**) subject to satisfaction of customary conditions precedent (including confirmation by the Company that it has performed or complied in all material respects with all obligations required to be performed or complied with under the Funding Agreement), in return for the options and a credit amount worth \$5,650,000 (**Advance Payment Credit**), which may be used to subscribe to shares during the Term (**Placement Shares**).
2. **Commitment Fee paid to Lind:** A fee of \$150,000 is payable to Lind, and will be deducted from the Advance Payment.
3. **Initial Shares:** On receipt of the Advance Payment, the Company will issue to Lind 5,500,000 shares (which may be applied towards satisfying the Company's subscription obligations under the Funding Agreement). If at the expiration of the Term there are still Initial Shares that have not been applied towards subscription, then Lind will pay the Company for those shares based on a formula set out in the Funding Agreement.
4. **Options:** On receipt of the Advance Payment, the Company will issue to Lind 7,118,644 options, with an exercise price of \$0.475 per share, which expire 48 months after the date of issue.
5. **Purchase Price of Placement Shares:** Placement Shares may be issued at two different prices, being:
 - a. \$0.45 per share (**Fixed Subscription Price**); or
 - b. 90% of the average of the five lowest daily VWAPs during the 20 days the Company's
 - c. shares trade on the ASX prior to the date on which the price is to be determined,
 - d. rounded down to the lowest 0.01 (**Variable Subscription Price**).
6. **Purchase of Placement Shares:** Lind can subscribe for Placement Shares during the Term at:
 - a. Until 28 February 2023, the Fixed Subscription Price;
 - b. From 1 March 2023 until 31 August 2023, the Fixed Subscription Price or the
 - c. Variable Subscription Price, however Lind may only subscribe for shares at the
 - d. Variable Subscription Price up to a maximum amount of \$300,000 during this period;
 - e. and
 - f. From 1 September 2023 until 31 August 2024; the lesser of the Fixed Subscription
 - g. Price and the Variable Subscription Price.
7. **Unused Advance Payment Credit:** The Advance Payment Credit (initially \$5,650,000) will be depleted by the value of shares subscribed for by Lind during the Term.
8. **Term:** 24 months after the Advance Payment Date, subject to Lind's right to extend for 6 months.
9. **Company's Option to Pay in Cash:** following a subscription request by Lind, the Company has the right to pay an amount to Lind instead of issuing shares, with this amount being the amount of shares applied for multiplied by the daily VWAP on the trading day immediately prior to the subscription request.
10. **Company Buy-Back Right:** the Company may elect to repay the entire Unused Advance Payment Credit at any time by providing notice to Lind. If the Company does so, Lind has the right to apply to subscribe to shares to the aggregate value of one-third of the Unused Advanced Payment Credit, at either the Fixed Subscription Price or the Variable Subscription Price.
11. **Other Terms:** the agreement contains customary investor protections such as negative covenants and representations and warranties.

12. **Shares Issued at Maturity:** If any amount of the Advance Payment Credit is unused at the end of the Term, the Company will issue shares to Lind to the extent that no amount of the Advance Payment Credit remains unused.

Annexure E – Material Terms of Consultant Options

1. Each Consultant Option entitles the holder to subscribe for one Share upon exercise of the Consultant Option.
2. Subject to these terms and conditions, the amount payable upon exercise of each Consultant Option will be as set out in Consulting Agreement and detailed below (each, an **Exercise Price**).

Number and Exercise Price:

- a. 1,000,000 Tranche 1: unquoted options each with an exercise price of A\$0.21 per Share¹ (**Tranche 1 Consultant Options**);
- b. 1,000,000 Tranche 2: unquoted options each with an exercise price of A\$0.272 per Share² (**Tranche 2 Consultant Options**); and
- c. 1,000,000 Tranche 3: unquoted options each with an exercise price of \$0.335 per Share³ (**Tranche 3 Consultant Options**),

(each of the above exercise prices being an **Exercise Price**).

3. The Consultant Options shall vest in accordance with the terms specified in the Consulting Agreement.

Subject to these terms and conditions:

- a. the Tranche 1 Consultant Options – vested from the date of issue;
 - b. the Tranche 2 Consultant Options will vest on 15 May 2024 provided that the Consultant Option holder is a consultant of the Company at all times during the period from the date of issue and ending on the Vesting Date; and
 - c. the Tranche 3 Consultant Options will vest on 15 May 2025 provided that the Consultant Option holder is a consultant of the Company at all times during the period from the date of issue and ending on the Vesting Date; and (each of the above dates being a **Vesting Date**).
4. The Consultant Options shall be subject to voluntary escrow. Each Consultant Option has a 12-month voluntary escrow from the Vesting Date.
 5. Each Consultant Option will expire on the date specified in the table in the Consulting agreement and detailed below (**Expiry Date**). A Consultant Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

Subject to these terms and conditions, the Consultant Options will expire on the earlier to occur of the Consultant Options lapsing and being forfeited under the Incentive Option Plan or these terms and conditions and 5:00pm (AEST) on:

- a. Tranche 1 Consultant Options: 15 May 2028;
- b. Tranche 2 Consultant Options: 15 May 2028; and

¹ 30-day VWAP at 15 August 2023.

² 30% over 30-day VWAP at 15 August 2023.

³ 60% over 30-day VWAP at 15 August 2023.

c. Tranche 3 Consultant Options: 15 May 2028,

(each of the above dates being an **Expiry Date**). A Consultant Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

6. Upon vesting under paragraph 1 above and post the voluntary escrow under paragraph 3, the Consultant Options are exercisable at any time and from time to time on or prior to the Expiry Date (**Exercise Period**).
7. Vested Consultant Options may be exercised during the relevant Exercise Period by notice in writing to the Company in the manner specified on the Consultant Option certificate, providing a notice of exercise in required form or as otherwise agreed with the Company (**Notice of Exercise detailed in Schedule 2**) and payment of the Exercise Price for each Consultant Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company (acting reasonably).
8. A Notice of Exercise is only effective on and from the later of the date of receipt of the Notice of Exercise and the date of receipt of the payment of the Exercise Price for each Consultant Option being exercised in cleared funds (**Exercise Date**).
9. Within 15 Business Days after the later of the following:
 - a. Exercise Date; and
 - b. when excluded information in respect of the Company (as defined in section 708A(7) of the Corporations Act) (if any) ceases to be excluded information,the Company will:
 - c. allot and issue the number of Shares required under these terms and conditions in respect of the number of Consultant Options specified in the Notice of Exercise and for which cleared funds have been received by the Company;
 - d. give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and
 - e. if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Consultant Options.

If the Company is unable to deliver a notice under section 8(d) or such a notice for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company will lodge with ASIC a "cleansing prospectus" prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors. Where a "cleansing prospectus" is required, any Shares issued on exercise of Consultant Options will be subject to a holding lock until such time as a prospectus is issued by the Company.

10. Shares issued on exercise of the Consultant Options rank equally with the then issued shares of the Company.
11. If admitted to the official list of ASX at the time, application will be made by the Company to ASX for quotation of the Shares issued upon the exercise of the Consultant Options.
12. If at any time the issued capital of the Company is reconstructed, all rights of a Consultant Option holder are to be changed in a manner consistent with the Corporations Act and the Listing Rules at the time of the reconstruction.

13. There are no participation rights or entitlements inherent in the Consultant Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Consultant Options without exercising the Consultant Options. However, the Company will ensure that for the purposes of determining entitlements to any such issue, the record date will be set in accordance with the minimum time afforded by the Listing Rules. This will give the holders of Consultant Options the opportunity to exercise their Consultant Options prior to the date for determining entitlements to participate in any such issue in accordance with the Listing Rules.
14. If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment):
 - a. the number of Shares which must be issued on the exercise of a Consultant Option will be increased by the number of Shares which the Consultant Option holder would have received if the Consultant Option holder had exercised the Consultant Option before the record date for the bonus issue; and
 - b. no change will be made to the Exercise Price.
15. If the Company makes an issue of Shares pro rata to existing Shareholders (other than as a bonus issue, to which paragraph 13 will apply) there will be no adjustment of the Exercise Price of a Consultant Option or the number of Shares over which the Consultant Options are exercisable.
16. The Company will not apply for quotation of the Consultant Options on ASX.
17. The Consultant Options are not transferable, except with the prior written approval of the Company and subject to any restrictions imposed by the ASX or under applicable Australian securities law.



Dotz Nano Limited | ABN 71 125 264 575

Proxy Voting Form

If you are attending the virtual Meeting please retain this Proxy Voting Form for online Securityholder registration.

Your proxy voting instruction must be received by **03.00pm (AEDT) on Sunday, 10 March 2024**, being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

SUBMIT YOUR PROXY

Complete the form overleaf in accordance with the instructions set out below.

YOUR NAME AND ADDRESS

The name and address shown above is as it appears on the Company's share register. If this information is incorrect, and you have an Issuer Sponsored holding, you can update your address through the investor portal: <https://investor.automic.com.au/#/home> Shareholders sponsored by a broker should advise their broker of any changes.

STEP 1 – APPOINT A PROXY

If you wish to appoint someone other than the Chair of the Meeting as your proxy, please write the name of that Individual or body corporate. A proxy need not be a Shareholder of the Company. Otherwise if you leave this box blank, the Chair of the Meeting will be appointed as your proxy by default.

DEFAULT TO THE CHAIR OF THE MEETING

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

STEP 2 - VOTES ON ITEMS OF BUSINESS

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

APPOINTMENT OF SECOND PROXY

You may appoint up to two proxies. If you appoint two proxies, you should complete two separate Proxy Voting Forms and specify the percentage or number each proxy may exercise. If you do not specify a percentage or number, each proxy may exercise half the votes. You must return both Proxy Voting Forms together. If you require an additional Proxy Voting Form, contact Automic Registry Services.

SIGNING INSTRUCTIONS

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

Joint holding: Where the holding is in more than one name, all Shareholders should sign.

Power of attorney: If you have not already lodged the power of attorney with the registry, please attach a certified photocopy of the power of attorney to this Proxy Voting Form when you return it.

Companies: To be signed in accordance with your Constitution. Please sign in the appropriate box which indicates the office held by you.

Email Address: Please provide your email address in the space provided.

By providing your email address, you elect to receive all communications despatched by the Company electronically (where legally permissible) such as a Notice of Meeting, Proxy Voting Form and Annual Report via email.

CORPORATE REPRESENTATIVES

If a representative of the corporation is to attend the Meeting the appropriate 'Appointment of Corporate Representative' should be produced prior to admission. A form may be obtained from the Company's share registry online at <https://automic.com.au>.

Lodging your Proxy Voting Form:

Online

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

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



BY MAIL:

Automic
GPO Box 5193
Sydney NSW 2001

IN PERSON:

Automic
Level 5, 126 Phillip Street
Sydney NSW 2000

BY EMAIL:

meetings@automicgroup.com.au

BY FACSIMILE:

+61 2 8583 3040

All enquiries to Automic:

WEBSITE:

<https://automicgroup.com.au/>

PHONE:

1300 288 664 (Within Australia)
+61 2 9698 5414 (Overseas)

