

Pfizer raises scheme consideration to A\$0.208 per share

- Pfizer has agreed to increase the scheme consideration from A\$0.146 per share to A\$0.208 per share in cash
- Court approves dispatch of Supplementary Scheme Booklet
- The Revised Scheme Consideration of A\$0.208 per share represents a material premium of 131.1% relative to ResApp's closing price on 8 April 2022 (prior to announcement of the Initial Scheme)
- The Revised Scheme Consideration is equal to the Independent Expert's preferred value of a ResApp share

Background

Brisbane, Australia, 5 August 2022 - ResApp Health Limited (ASX: RAP) (**ResApp**) refers to its previous announcement made on 3 August 2022 in relation to the proposed acquisition of ResApp by Pfizer Australia Holdings Pty Limited (a wholly-owned subsidiary of Pfizer Inc., a global biopharmaceutical company) (**Pfizer**) by way of a scheme of arrangement (**Scheme**).

As outlined in ResApp's ASX announcement on 3 August 2022, ResApp and Pfizer have entered into a further amended and restated scheme implementation deed (**Revised SID**) to increase the scheme consideration to A\$0.208 per share in cash (**Revised Scheme Consideration**).

The Revised Scheme Consideration of A\$0.208 per ResApp share implies an equity value on a 100% fully diluted basis of approximately A\$180 million and represents:

- 131.1% premium to the ResApp closing price of A\$0.09 per share on 8 April 2022, being the last trading day prior to announcement of the Initial Scheme
- 132.1% premium to the ResApp 1 month volume-weighted average price (VWAP) to 8 April 2022
- 152.7% premium to the ResApp 3-month VWAP to 8 April 2022
- A price equal to the preferred value for a ResApp share identified by the Independent Expert

Supplementary Scheme Booklet

The Supreme Court of New South Wales (**Court**) has today made orders approving the dispatch of a supplementary explanatory statement providing information about the Scheme including the Revised Scheme Consideration (together, **Supplementary Scheme Booklet**) to ResApp shareholders.

A copy of the Supplementary Scheme Booklet is available electronically for viewing and downloading at:

ResApp's website: www.resapphealth.com.au
Scheme website: www.resappscheme.com
ASX website: <https://www2.asx.com.au/markets/company/rap/>

ResApp shareholders should carefully read and consider both the Scheme Booklet released on 18 July 2022 and the Supplementary Scheme Booklet, including the materials annexed to both, before deciding how to vote at the Scheme Meeting. If after reading the Scheme Booklet or Supplementary Scheme Booklet you have any questions about the Scheme or either documents please visit the Scheme website at www.resappscheme.com or contact the ResApp Shareholder Information Line on 1300 620 649 (within Australia) or +61 3 9415 4326 (outside Australia), Monday to Friday between 8:30am and 5:00pm (AEST).

Amending Resolution and previously submitted proxies

Previously validly submitted proxies in respect of the resolution contained in the Notice of Scheme Meeting annexed to the Scheme Booklet released on 18 July 2022 (**Scheme Resolution**) are valid unless revoked (**Existing Proxy**).

If you wish to amend or cancel your Existing Proxy, you must register a new proxy by either:

- lodging a replacement proxy online at <https://investor.automic.com.au/#/loginsah> and following the instructions provided; or
- completing and returning to Automic the personalised proxy form which accompanies the Supplementary Scheme Booklet (**New Proxy Form**).

If you do not have an Existing Proxy and you wish to vote by proxy, you must either lodge a proxy online using the address provided above or complete and return to Automic the New Proxy Form which accompanies the Supplementary Scheme Booklet.

At the Scheme Meeting, ResApp shareholders will be asked to consider a motion to amend the proposed Scheme Resolution which has previously been notified to shareholders with the Scheme Booklet, so as to take into account the Revised Scheme Consideration described in the Supplementary Scheme Booklet (**Amending Resolution**). The Amending Resolution will require an ordinary resolution of shareholders present and voting in person or by proxy, and voting will be by a poll. Assuming the Amending Resolution is approved, shareholders will then be invited to vote by poll for approval of the amended Scheme by adoption of the amended Scheme Resolution. The text of the amended Scheme is included in the Supplementary Scheme Booklet.

If you have an Existing Proxy and have not revoked your proxy instruction and you have instructed your proxy to vote in favour of the Scheme Resolution, the proxy will be considered to have authority to vote in favour of the Amending Resolution and the amended Scheme Resolution. If the Chair of the Scheme Meeting is appointed as your proxy (or is appointed by default), the Chair intends to vote all valid undirected proxies which he receives for (or in favour of) the Amending Resolution and the amended Scheme Resolution.



If you have an Existing Proxy and have not revoked your proxy instruction and you have instructed your proxy to vote against the Scheme Resolution, the proxy will be considered to have authority to vote against the Amending Resolution and the amended Scheme Resolution.

All proxy appointments, amendments and cancellations must be received no later than 2:00pm (AEST) on Wednesday, 17 August 2022 to be effective.

Recommendation of the ResApp Board

The Directors of ResApp continue to unanimously recommend that ResApp shareholders vote in favour of the Scheme, in the absence of a Superior Proposal¹ and subject to the Independent Expert continuing to conclude that the Scheme is in the best interest of ResApp shareholders. Subject to those same qualifications, each Director intends to vote in favour of the Scheme with respect to the ResApp shares held or controlled by them.

Independent Expert's conclusion

The Supplementary Scheme Booklet contains a supplementary letter from BDO Corporate Finance WA Pty Limited (**Independent Expert**), which states the Independent Expert continues to conclude that the Scheme is in the best interests of ResApp shareholders, in absence of a Superior Proposal.

On 14 July 2022, the Independent Expert provided its final report which determined that the value of a ResApp share was A\$0.146 to A\$0.279 (on a controlling interest basis), with a preferred value of A\$0.208 per ResApp share. The Revised Scheme Consideration of A\$0.208 is equal to the preferred value. Accordingly, the Independent Expert has concluded that the Scheme is fair and reasonable and in the best interests of ResApp shareholders, in the absence of a Superior Proposal. In reaching its conclusion, the Independent Expert has taken into account all relevant matters including the results of the Data Confirmation Study, the FDA's grant of 510(k) clearance for SleepCheckRx in the United States, the extension of the Medgate AG licence, the Breathe Easy study and the Revised Scheme Consideration.

The Independent Expert's conclusion should be read in context with the full Independent Expert's report and Scheme Booklet released on 18 July 2022.

Scheme Timetable

ResApp does not currently anticipate any change to the timing of the Scheme Meeting, which is scheduled to take place at 2:00pm (AEST) on Friday, 19 August 2022 and will be held at the Four Seasons Hotel Sydney, 199 George Street, Sydney and virtually via an online platform. To attend the Scheme Meeting virtually, please pre-register in advance for the virtual meeting here: https://us02web.zoom.us/webinar/register/WN_pvBR0ih1TKCckQjgJNNGNg.

¹ As defined in the Revised SID announced to ASX on 3 August 2022.



All registered ResApp shareholders at 7:00pm (AEST) on Wednesday, 17 August 2022 will be eligible to vote at the Scheme Meeting. Further information on how to participate in and vote at the Scheme Meeting is set out in the Scheme Booklet.

If you have already submitted a valid proxy and you want to change the way in which you have voted, you can register a new proxy by submitting the New Proxy Form dispatched to shareholders together with the Supplementary Scheme Booklet or electronically at <https://investor.automic.com.au/#/loginsah>. **Electronically lodging a proxy is the recommended method for changing your proxy, given postal delays and the upcoming deadline of 2:00pm (AEST) 17 August 2022.** Alternatively, you can contact the ResApp Shareholder Information Line on 1300 620 649 (within Australia) or +61 3 9415 4326 (outside Australia), Monday to Friday between 8:30am and 5:00pm (AEST), to request a New Proxy Form. Any subsequent proxy form that you lodge will revoke any earlier proxy form that you have previously lodged. The cut-off date for receipt of proxies is 2:00pm (AEST) on 17 August 2022.

Further information

If you require further information or have questions in relation to the Scheme, please visit the Scheme website at www.resappscheme.com or contact the ResApp Shareholder Information Line on 1300 620 649 (within Australia) or +61 3 9415 4326 (outside Australia), Monday to Friday between 8:30am and 5:00pm (AEST).

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About ResApp Health Limited

ResApp Health Limited (ASX: RAP) is a leading digital health company developing smartphone applications for the diagnosis and management of respiratory disease. ResApp's machine learning algorithms use sound to diagnose and measure the severity of respiratory conditions without the need for additional accessories or hardware. ResApp's regulatory-approved and clinically validated products include ResAppDx, a smartphone-based acute respiratory disease diagnostic test; SleepCheckRx, a prescription-only smartphone application that screens adults for moderate to severe sleep apnoea; and SleepCheck, a smartphone application which allows consumers to self-assess their risk of sleep apnoea. For more information, please visit www.resapphealth.com.au.

Contacts

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This ASX announcement was approved and authorised for release by the board of directors of ResApp Health.

RESAPP HEALTH LIMITED

SUPPLEMENTARY SCHEME BOOKLET

This Supplementary Scheme Booklet amends and supplements the disclosure in the Scheme Booklet dated 15 July 2022 regarding the scheme of arrangement in relation to the proposed acquisition by Pfizer Australia Holdings Pty Limited of all your ResApp Health Limited shares

Your Directors continue to unanimously recommend that you

VOTE IN FAVOUR

of the Scheme, in the absence of a Superior Proposal

The Independent Expert continues to conclude that the Scheme is in the best interests of ResApp Health Limited Shareholders in the absence of a Superior Proposal

This is an important document and requires your immediate attention. You should read this document in its entirety before deciding whether or not to vote in favour of the Scheme. If you are in any doubt as to what you should do, you should consult your financial, legal or other professional adviser.

If you require further information or have questions in relation to the Scheme, please visit the Scheme website at www.resappscheme.com or contact the ResApp Shareholder Information Line on 1300 620 649 (within Australia) or +61 3 9415 4326 (outside Australia), Monday to Friday between 8:30am and 5:00pm (AEST).



Legal Advisor



Azure Capital

Financial Advisor

Important Notices

Purpose of this Supplementary Scheme Booklet

The purpose of this Supplementary Scheme Booklet is to provide ResApp Shareholders information regarding the Scheme following the dispatch of the Scheme Booklet. It also gives notice of a proposed amending resolution to the Scheme Resolution so that the amended Scheme is put before Shareholders for their approval.

It is intended that this Supplementary Scheme Booklet be read in conjunction with the Scheme Booklet. It is also intended that this Supplementary Scheme Booklet be read together with the Scheme Booklet such that references to "Scheme Booklet", including in the Notice of Meeting, shall be taken to include this Supplementary Scheme Booklet and the information contained herein. This Supplementary Scheme Booklet prevails to the extent of any inconsistency with the Scheme Booklet.

If you have sold all your Shares, please ignore this Supplementary Scheme Booklet.

Defined terms and interpretation

Unless context otherwise requires, capitalised terms and certain abbreviations used in this Supplementary Scheme Booklet have the defined meanings set out in the Glossary in Section 12 of the Scheme Booklet. The Glossary also sets out some rules of interpretation that apply to this Supplementary Scheme Booklet. The Independent Expert's Supplementary Letter contain their own defined terms which are sometimes different from those set out in the Glossary in Section 12 of the Scheme Booklet.

References to Scheme Booklet, Sections and Schedules

References to Sections and Schedules are to the named Sections and Schedules in this Supplementary Scheme Booklet (unless there is a specific reference to the Scheme Booklet).

Notice of proposed Amending Resolution

Notice is hereby given that the following Amending Resolution will be moved as an ordinary resolution at the Scheme Meeting:

That the proposed Scheme Resolution in the Notice of Meeting contained in Schedule 6 to the Scheme Booklet be amended by adding the words highlighted in bold characters as follows:

"That, pursuant to and in accordance with section 411 of the Corporations Act, the scheme of arrangement proposed between ResApp and the holders of its ordinary shares as contained in and more particularly described in the Scheme Booklet (as amended by the Supplementary Scheme Booklet dated 5 August 2022) of which the Notice of Scheme Meeting forms part, is agreed to (with or without alterations or conditions as approved by the Court to which ResApp and Pfizer Australia agree), and ResApp is authorised, subject to the terms of the Scheme Implementation Deed to agree to such alterations or conditions, and subject to approval by the Court, to implement the Scheme with any such alterations or conditions."

Important Notices from the Scheme Booklet

The items in the Important Notices Section of the Scheme Booklet entitled "Forward looking statements", "Timetable", "Diagrams, charts, maps, graphs and tables", "Effect of rounding", "No website is part of this Scheme Booklet", "Currency", "Privacy and personal information", and "Important matters relating to COVID-19" continue to apply to this Supplementary Scheme booklet without amendment.

No investment advice

The information in this Supplementary Scheme Booklet does not constitute financial product advice and has been prepared without reference to individual investment objectives, financial situation, taxation position or particular needs. It is important that you read this Supplementary Scheme Booklet before making any decision, including whether to vote in favour of the Scheme. If you are in doubt as to what you should do, you should consult your legal, investment, taxation or other professional adviser.

Responsibility statement

ResApp prepared and is responsible for the ResApp Information. To the maximum extent permitted by law, neither ResApp nor any of its Related Bodies Corporate, nor any of their respective directors, officers or advisors is responsible for the accuracy or completeness of the information contained in this Supplementary Scheme Booklet other than the ResApp Information.

Pfizer Australia prepared and is responsible for section 1.7 of this Supplementary Scheme Booklet. To the maximum extent permitted by law, neither Pfizer Australia nor any of its Related Bodies Corporate, nor any of their respective directors, officers or advisors is responsible for the accuracy or completeness of the information contained in this Supplementary Scheme Booklet other than section 1.7.

BDO has prepared, and is responsible for, the Independent Expert's Supplementary Letter. To the maximum extent permitted by law, none of ResApp, Pfizer Australia, their respective Related Bodies Corporate or the directors, officers, employees or advisers assume any responsibility for the accuracy or completeness of the Independent Expert's Supplementary Letter.

Role of ASIC and ASX

A copy of this Supplementary Scheme Booklet has been provided to ASIC and ASX. None of ASIC, ASX, nor any of its officers takes any responsibility for the contents of this Supplementary Scheme Booklet.

Important notice associated with the Court order under section 411(1) of the Corporations Act

The Court is not responsible for the contents of this Supplementary Scheme Booklet and, having already ordered that the Scheme Meeting be held, the Court does not in any way indicate that the Court:

- (a) has formed any view as to the merits of the proposed Scheme or as to how you should vote (on this matter, you must reach your own decision); or
- (b) has prepared, or is responsible for the content of, this Supplementary Scheme Booklet.

Additional Information

If, after reading this Supplementary Scheme Booklet and the Scheme Booklet, you have any questions in relation to the Scheme or the Scheme Meeting, please visit the Scheme website at www.resappscheme.com or contact the ResApp Shareholder Information Line on 1300 620 649 (within Australia) or +61 3 9415 4326 (outside Australia), Monday to Friday between 8:30am and 5:00pm (AEST). If you are in doubt as to what you should do, you should consult your legal, investment, taxation, financial, taxation or other professional adviser.

Date of this Supplementary Scheme Booklet

This Supplementary Scheme Booklet is dated 5 August 2022.

1 Supplementary Information

1.1 Introduction

This Supplementary Scheme Booklet is an update to the Scheme Booklet, dated 15 July 2022, in relation to proposed the acquisition by Pfizer Australia of all of the ordinary shares in ResApp by way of a Scheme of Arrangement, subject to regulatory, Court and ResApp Shareholder approvals and certain other conditions.

The purpose of this Supplementary Scheme Booklet is to provide information to ResApp Shareholders about certain events following the dispatch of the Scheme Booklet, specifically, the Revised Scheme Implementation Deed (defined below) entered into between ResApp and Pfizer Australia.

This Supplementary Scheme Booklet should be read in conjunction with the Scheme Booklet in its entirety.

1.2 Revised Scheme Implementation Deed and Revised Scheme Consideration

Following the dispatch of the Scheme Booklet, on 3 August 2022 ResApp announced that the Scheme Implementation Deed had been further amended and restated to, among other things, increase the consideration payable by Pfizer under the Scheme (**Revised Scheme Implementation Deed**).

A copy of the Revised Scheme Implementation Deed was released to ASX on 3 August 2022.

Pursuant to the Revised Scheme Implementation Deed the Scheme Consideration has been increased to A\$0.208 (**Revised Scheme Consideration**). The Revised Scheme Consideration is the preferred value determined by the Independent Expert in their final Independent Expert's Report dated 14 July 2022.

The Revised Scheme Consideration of A\$0.208 per Scheme Share represents:

- a 131.1% premium to the closing price of ResApp Shares of A\$0.09 on 8 April 2022;
- a 132.2% premium to the one month VWAP up to 8 April 2022; and
- a 152.7% premium to the three month VWAP up to 8 April 2022,

with 8 April 2022, being the last trading day prior to announcement of the proposed Scheme.

A copy of the Scheme containing the Revised Scheme Consideration is set out in Schedule 1.

1.3 What you will receive if the Scheme becomes Effective

On the Implementation Date, the Revised Scheme Consideration will be provided to ResApp Shareholders in return for the transfer of all ResApp Shares held by them to Pfizer Australia as at the Record Date.

1.4 Directors' Recommendation

Your Directors continue to unanimously recommend¹ that you vote in favour of the Scheme and each ResApp Director presently intends to vote, or procure the voting of any ResApp Shares controlled or held by, or on behalf of, them at the time of the Scheme Meeting in favour of the

¹ In relation to the unanimous recommendation of the ResApp Directors refer to Section 5.5 of the Scheme Booklet for further details.

Scheme, in each case in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of ResApp Shareholders.

1.5 **Independent Expert's Conclusion**

Independent Expert provided ResApp a supplementary letter (**Independent Expert's Supplementary Letter**) which considered the Revised Scheme Consideration and confirmed to ResApp that the Scheme continues to be fair and reasonable and in the best interests of ResApp Shareholders.

A copy of the Independent Expert's Supplementary Letter is set out at Schedule 2.

1.6 **Superior Proposal**

As at the date of this Supplementary Scheme Booklet no Superior Proposal has emerged and the ResApp Directors are not aware of any Superior Proposal that is likely to emerge.

1.7 **Supplementary Pfizer Australia Information**

The Revised Scheme Consideration will be provided wholly in cash. The maximum aggregate Revised Scheme Consideration payable by Pfizer Australia under the Scheme will be \$178,816,993 assuming there are 859,697,077 Scheme Shares on issue on the Implementation Date. Pfizer Australia has agreed to provide ResApp with the funds required to pay the Revised Option Consideration under the Option Cancellation Deeds (as described in Section 10.19 of the Scheme Booklet as amended by section 1.10 below). The maximum aggregate Revised Option Consideration payable by Pfizer Australia under the Scheme will be \$2,817,545.

Pfizer Australia intends to fund payment of the Revised Scheme Consideration and Revised Option Consideration using funds to be made available by the Pfizer Group. As at the date of this Supplementary Scheme Booklet, the Pfizer Group has access to readily available funds (in the form of cash and cash equivalents) that is well in excess of the maximum aggregate Revised Scheme Consideration and Revised Option Consideration.

1.8 **Implementation, timetable and procedures**

If the Scheme is approved by the Requisite Majority of ResApp Shareholders and the Court, and all other conditions precedent are either satisfied or waived, it is still expected that the Scheme will be implemented on or around 6 September 2022. The key dates and times in relation to the Scheme are still as set out at the "Important dates and times for the Scheme" Section of the Scheme Booklet.

1.9 **Scheme Meeting and Voting**

The Scheme Meeting is still scheduled to be held at 2:00pm (AEST) on Friday, 19 August 2022.

Any Proxy Forms (being the proxy form dispatched to Shareholders on 20 July 2022) that have been validly lodged prior to the date of this Supplementary Scheme Booklet will be deemed valid for the Scheme Meeting unless withdrawn or revoked, provided that the Proxy Form is given by a Shareholder that continues to be a registered holder at 7:00pm (AEST) on 17 August 2022.

If you have already submitted a valid proxy and you want to change the way in which you have voted, you can register a new proxy by submitting the new proxy form dispatched to Shareholders together with this Supplementary Scheme Booklet (**New Proxy Form**) or at <https://investor.automic.com.au/#/loginsah>. Electronically lodging a proxy is the recommended method for changing your proxy, given postal delays and the upcoming deadline of 17 August 2022. Alternatively, you can contact the ResApp Shareholder Information Line on 1300 620 649 (within Australia) or +61 3 9415 4326 (outside Australia), Monday to Friday between 8:30am and 5:00pm (AEST), to request a new proxy form. Any subsequent proxy form that you lodge will revoke any earlier proxy form that you have previously lodged. The cut-off date for receipt of proxies is 2:00pm (AEST) on 17 August 2022.

To change your vote:

1. Login to <https://investor.automic.com.au/#/loginsah>
2. Select “ResApp Health Limited” or “RAP” in the “Company name or code” dropdown
3. Type in your “Holder Number (HIN/SRN)”
4. Enter your Australian postcode (If you are an overseas resident please amend the country name to the country in which you reside)
5. Select on the "I'm not a robot" box and follow the prompt
6. Click on “Meetings”
7. Click on “change” to change your previous voting instruction

Validly submitted proxies can also be revoked prior to use, by instrument in writing executed by the ResApp Shareholder or by his, or her attorney duly authorised in writing or, if the ResApp Shareholder is a company, executed by a duly authorised officer or attorney in compliance with applicable law and deposited at the Share Registry by 2:00pm (AEST) on Wednesday, 17 August 2022 or with the chairman of the Scheme Meeting on the day of, and prior to the start of, the Scheme Meeting

Further details with respect to the conduct of the Scheme Meeting, including how to join the virtual Scheme Meeting, raise questions during the Scheme Meeting and vote on the Scheme Resolution are set out in the Notice of Scheme Meeting at Schedule 6 of the Scheme Booklet.

1.10 Capital Structure and Options

As at the date of this Supplementary Scheme Booklet ResApp has:

- 859,697,077 ResApp Shares on issue, all of which have been validly issued; and
- 19,225,000 ResApp Options on issue, all of which have been validly granted, details of which are set out below.

Class	Exercise Price	Expiry Date	Number of Options	Revised Option Consideration (in aggregate for each class of ResApp Options)
RAPOPT7 – DIR Options ¹	\$0.43	20 December 2022	2,000,000	\$56,094
RAPOPT8 - EMP Options	\$0.16	6 April 2023	1,000,000	\$102,722
RAPOPT9 - EMP Options ²	\$0.16	2 December 2023	500,000	\$62,255
RAPOPT10 – LM Options	\$0.07	19 April 2024	6,000,000	\$983,350
RAPOPT11 – UNL Options	\$0.19	6 May 2024	2,000,000	\$255,972

Class	Exercise Price	Expiry Date	Number of Options	Revised Option Consideration (in aggregate for each class of ResApp Options)
RAPOPT12 – MD Options ³	\$0.21	20 December 2024	975,000	\$134,575
RAPOPT14 - EMP Options	\$0.05	2 August 2025	500,000	\$91,501
RAPOPT15 - EMP Options	\$0.099	12 January 2026	2,500,000	\$433,894
RAPOPT16 - ESOP Options	\$0.069	3 December 2026	3,750,000	\$697,183
		Total	19,225,000	\$2,817,545

Notes:

- 1 1,500,000 RAPOPT7 – DIR Options are held by the following ResApp Directors: Dr Roger Aston (500,000), Mr Christopher Ntoumenopoulos (500,000) and Dr Anthony Keating (500,000).
- 2 All RAPOPT9 - EMP Options are held by ResApp Director, Dr Michael Stein.
- 3 All RAPOPT12 – MD Options are held by ResApp Director, Dr Anthony Keating.

1.11 Interest of ResApp Directors in ResApp Securities and Options

The number, description and amount of ResApp securities and Options controlled or held by, or on behalf of, each ResApp Director as at the date of this Supplementary Scheme Booklet is still as set out in Section 11.1 of the Scheme Booklet. However, in light of the Revised Scheme Consideration the cash consideration payable to ResApp Directors on cancellation of the Options and implementation of the Scheme has been increased. The table below reflects the updated cash consideration payable to ResApp Directors if the Scheme is implemented.

ResApp Director	ResApp Shares	ResApp Options	Option Class	Option Consideration for each Class	Aggregate Option Consideration
Dr Anthony Keating ¹	10,225,000	975,000	RAPOPT12 – MD Options	\$134,575	\$148,598
		500,000	RAPOPT7 – DIR Options	\$14,024	
Mr Brian Leedman ²	5,902,647 ²	Nil	Nil	Nil	Nil
Dr Roger Aston ³	8,727,500 ³	500,000	RAPOPT7 – DIR Options	\$14,024	\$14,024
Mr Christopher Ntoumenopoulos ⁴	3,609,375 ⁴	500,000	RAPOPT7 – DIR Options	\$14,024	\$14,024
Dr Michael Stein	Nil	500,000	RAPOPT9 - EMP Options	\$62,255	\$62,255

Notes:

- 1 Dr Anthony Keating has an indirect interest in 1,475,000 ResApp Options held by Little's Brook Pty Ltd (The Keating Family A/C).
- 2 Mr Brian Leedman has a direct interest in 35,125 ResApp Shares and an indirect interest in 898,938 ResApp Shares held by Tashtech Pty Ltd and 4,968,584 ResApp Shares held by Brian & Natasha Leedman (Thunderous Superannuation Fund).
- 3 Mr Roger Aston has a direct interest in 290,000 ResApp Shares and an indirect interest in 8,437,500 ResApp Shares held by Equimetrix Pty Ltd (Newtonmore Superannuation Fund).
- 4 Mr Christopher Ntoumenopoulos has an indirect interest in 3,109,375 ResApp Shares held by Sobol Capital Pty Ltd (BOC A/C) and 500,000 held by Chris Ntoumenopoulos & Leo Ntoumenopoulos (Ntoumenopoulos S/F A/C).

1.12 ResApp Break Fee and Reverse Break Fee

Pursuant to the Revised Scheme Implementation Deed the ResApp Break Fee, payable by ResApp to Pfizer Australia in the circumstances described at Section 10.17 of the Scheme Booklet, is increased to \$1,788,170. This increased break fee is consistent with Takeovers Panel guidance and market practice. The Pfizer Break Fee, payable by Pfizer to ResApp in the circumstances described at Section 10.18 of the Scheme Booklet is also increased to \$1,788,170.

1.13 Consents

The following persons named in this Supplementary Scheme Booklet has given, and before the date of this Supplementary Scheme Booklet, has not withdrawn, their consent to being named in this Supplementary Scheme Booklet in the form and context in which they are named, being:

- (a) BDO as the Independent Expert;
- (b) Automic Registry Services as ResApp's share registry
- (c) Azure capital as ResApp's corporate advisor; and
- (d) DLA Piper as ResApp's legal adviser.

Each person named in Section 1.13:

- (a) has not authorised or caused the issue of this Supplementary Scheme Booklet;
- (b) does not make, or purport to make, any statement in this Supplementary Scheme Booklet or any statement on which a statement in this Supplementary Scheme Booklet is based other than as specified in Section 1.13; and
- (c) to the maximum extent permitted by law, expressly disclaims all liability in respect of, makes no representation regarding, and takes no responsibility for any part of this Supplementary Scheme Booklet other than a reference to its name and any statement or report which has been included in this Supplementary Scheme Booklet with the consent of that person.

1.14 **Material changes in ResApp's financial position and financial performance**

To the knowledge of the ResApp Directors, the financial position and financial performance of ResApp has not materially changed since 31 December 2021 other than as set out in Section 6.7 of the Scheme Booklet.

1.15 **Amending Resolution**

At the Scheme Meeting, ResApp Shareholders will be asked to consider a motion to amend the proposed Scheme Resolution which has previously been notified to Shareholders with the Scheme Booklet, so as to take into account the Revised Scheme Consideration described in this Supplementary Scheme Booklet (**Amending Resolution**). The Amending Resolution will require an ordinary resolution of Shareholders present and voting in person or by proxy, and voting will be by a poll. Assuming the Amending Resolution is approved, Shareholders will then be invited to vote by poll for approval of the amended Scheme by adoption of the amended Scheme Resolution. The text of the amended Scheme is included at Schedule 1.

The New Proxy Form lists both the Amending Resolution and the amended Scheme Resolution.

If you have already appointed a proxy by submission of valid Proxy Form (being the proxy form dispatched to Shareholders on 20 July 2022) and not revoked your proxy instruction and you have instructed your proxy to vote in favour of the Scheme Resolution, the proxy will be considered to have authority to vote in favour of the Amending Resolution and the amended Scheme Resolution. If the Chair of the Scheme Meeting is appointed as your proxy (or is appointed by default), the Chair intends to vote all valid undirected proxies which he receives for (or in favour of) the Amending Resolution and the amended Scheme Resolution.

If you have already appointed a proxy by submission of valid Proxy Form (being the proxy form dispatched to Shareholders on 20 July 2022) and not revoked your proxy instruction and you have instructed your proxy to vote against the Scheme Resolution, the proxy will be considered to have authority to vote against the Amending Resolution and the amended Scheme Resolution.

If you have already appointed a proxy by submission of a valid Proxy Form (being the proxy form dispatched to Shareholders on 20 July 2022) and wish to change your vote, please use the New Proxy Form dispatched to Shareholders together with this Supplementary Scheme Booklet or at <https://investor.automic.com.au/#/loginsah>. Electronically lodging a proxy is the recommended method for changing your proxy, given postal delays and the upcoming proxy deadline of 2:00pm (AEST) on 17 August 2022.

1.16 Additional Information

Since the date of the release of the Scheme Booklet ResApp has made the following ASX announcements.

Date	Description of Announcement
18/07/2022	Scheme Update - ACCC condition precedent satisfied
20/07/2022	Clarification - Scheme Booklet registered with ASIC
20/07/2022	Dispatch of Scheme Booklet
22/07/2022	Study shows efficacy of ResAppDx use with masks
25/07/2022	Quarterly Results and Investor Conference Call Notification
27/07/2022	Quarterly Activities Report and Appendix 4C
02/08/2022	Investor Conference Call Notification
03/08/2022	Entry into amended and restated Scheme Implementation Deed
03/08/2022	Correction to ASX announcement

Schedule 1 Scheme

Scheme of Arrangement pursuant to section 411 of the *Corporations Act 2001* (Cth)

Between

ResApp Health Limited (ACN 094 468 318) of Level 12, 100 Creek Street, Brisbane QLD 4000 (**ResApp**).

And

Each holder of ResApp Shares recorded in the ResApp Share Register as at the Scheme Record Date (each a **Scheme Shareholder** and, together, the **Scheme Shareholders**).

Recitals

- A ResApp is an Australian public company limited by shares, registered under the Corporations Act, and has been admitted to the official list of the ASX. ResApp Shares are quoted for trading on the ASX.
- B Pfizer Australia Holdings Pty Limited (ACN 108 292 799) (**Pfizer**) is an Australian proprietary company.
- C ResApp and Pfizer have entered into a Scheme Implementation Deed dated 11 April 2022 as amended and restated on 14 June 2022 and 3 August 2022 (the **Scheme Implementation Deed**) pursuant to which:
- (a) ResApp has agreed to propose this Scheme to ResApp Shareholders; and
 - (b) ResApp and Pfizer have agreed to take certain steps to give effect to this Scheme.
- D If this Scheme becomes Effective, then:
- (a) all of the Scheme Shares and all of the rights and entitlements attaching to them on the Implementation Date will be transferred to Pfizer; and
 - (b) the Scheme Consideration will be provided to the Scheme Shareholders in accordance with the terms of this Scheme and the Deed Poll; and
 - (c) ResApp will enter the name and address of Pfizer in the ResApp Share Register as the holder of all of the Scheme Shares.
- E By executing the Scheme Implementation Deed, ResApp has agreed to propose and implement this Scheme, and Pfizer has agreed to assist with that proposal and implementation, on and subject to the terms of the Scheme Implementation Deed.
- F Pfizer has entered into the Deed Poll for the purpose of covenanting in favour of the Scheme Shareholders that Pfizer will observe and perform the obligations contemplated of it under this Scheme.

It is agreed as follows.

1 Definitions and interpretation

1.1 Definitions

In this document, unless the context requires otherwise:

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ABN 98 008 624 691) or, as the context requires, the financial market known as 'ASX' operated by it.

ASX Listing Rules means the official listing rules of the ASX.

Business Day means any day that is each of the following:

- (a) a Business Day within the meaning given in the ASX Listing Rules; and
- (b) a day that banks are open for business in Sydney, Australia.

CHES means the Clearing House Electronic Subregister System for the electronic transfer of securities, operated by ASX Settlement Pty Limited (ABN 49 008 504 532).

Constitution means the constitution of ResApp, as amended from time to time.

Corporations Act means the *Corporations Act 2001* (Cth), as amended by any applicable ASIC class order, ASIC legislative instrument or ASIC relief.

Court means the Supreme Court of New South Wales or such other court of competent jurisdiction under the Corporations Act agreed to in writing between ResApp and Pfizer.

Deed Poll means the deed poll executed on 3 August 2022 by Pfizer in favour of the Scheme Shareholders.

Duty means any stamp, transaction or registration duty or similar charge imposed by any Government Agency and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them.

Effective means, when used in relation to this Scheme, the coming into effect, pursuant to section 411(10) of the Corporations Act, of the orders of the Court under section 411(4)(b) (and, if applicable, section 411(6)) of the Corporations Act in relation to this Scheme.

Effective Date means the date on which this Scheme becomes Effective.

End Date means the date which is eight (8) months after the date of the Scheme Implementation Deed, subject to any extension under clause 3.7 of the Scheme Implementation Deed.

Government Agency means:

- (a) any Australian or foreign government or governmental or semi-governmental entity or authority including any national, federal, state, county, municipal, local, regional or foreign government, or level, branch, or subdivision thereof;
- (b) any board, ministry (including any government minister and his or her delegate), department, bureau, division, authority, agency, commission, body or other entity entitled to exercise any administrative, executive, judicial, legislative, police, regulatory, importing or taxing authority, power, or function;
- (c) any court, tribunal, or governmental arbitrator or arbitral body;
- (d) any self-regulatory organisation established under statute or other non-governmental regulatory authority or entity or quasi-governmental authority or entity or any securities exchange and, for the avoidance of doubt, includes ASIC, ASX, ACCC and equivalent bodies in jurisdictions outside Australia; and
- (e) any enterprise or instrumentality performing a governmental function.

Implementation Date means the fifth Business Day after the Scheme Record Date, or such other date as ResApp and Pfizer may agree in writing.

Law means any law, statute, rule, regulation, order, judgment or ordinance of any Government Agency, and includes the listing rules of any securities exchange. For the avoidance of doubt, any specific reference to any applicable Law or any portion thereof shall be deemed to include all then-

current amendments thereto or any replacement or successor law, statute, standard, ordinance, code, rule, regulation, resolution, promulgation, order, writ, judgment, injunction, decree, stipulation, ruling or determination thereto.

Registered Address means, in relation to a Scheme Shareholder, the address of that Scheme Shareholder shown in the ResApp Share Register as at the Scheme Record Date.

ResApp Share Register means the register of members of ResApp maintained by or on behalf of ResApp in accordance with section 168(1) of the Corporations Act.

ResApp Share Registry means Link Market Services Ltd (ABN 54 083 214 537) or any replacement provider of share registry services to ResApp.

ResApp Shares means fully paid ordinary shares issued in the capital of ResApp.

ResApp Shareholder means a person who is registered in the ResApp Share Register as a holder of ResApp Shares.

Scheme means this scheme of arrangement under Part 5.1 of the Corporations Act between ResApp and the Scheme Shareholders as set out in this document, subject to any alterations or conditions made or required by the Court and agreed to by Pfizer and ResApp (such agreement not to be unreasonably withheld or delayed) made or required by the Court under section 411(6) of the Corporations Act and agreed to by ResApp and Pfizer.

Scheme Consideration means the consideration to be provided to each ResApp Shareholder for the transfer to Pfizer of each Scheme Share being, in respect of each Scheme Share, a cash amount of \$0.208.

Scheme Meeting means the meeting of ResApp Shareholders ordered by the Court to be convened under section 411(1) of the Corporations Act in relation to this Scheme, and includes any adjournment or postponement of that meeting.

Scheme Orders means the orders of the Court made under section 411(4)(b) of the Corporations Act (and if applicable, section 411(6) of the Corporations Act) in relation to this Scheme.

Scheme Record Date means 7:00pm on the third Business Day after the Effective Date or such other time and date agreed to in writing between ResApp and Pfizer.

Scheme Shares means the ResApp Shares on issue as at the Scheme Record Date.

Scheme Transfer means, in relation to each Scheme Shareholder, a proper instrument of transfer of their Scheme Shares for the purpose of section 1071B of the Corporations Act.

Second Court Date means the first day of hearing of an application made to the Court for orders pursuant to section 411(4)(b) of the Corporations Act approving this Scheme or, if the hearing of such application is adjourned for any reason, means the first day of the adjourned hearing.

Tax means any tax, Duty, levy, charge, impost, fee, deduction, goods and services tax (including GST), compulsory loan or withholding, that is assessed, levied, imposed or collected by any Government Agency and includes any interest, fine, penalty, charge, fee or any other amount imposed on, or in respect of any of the above.

Trust Account means an Australian dollar denominated trust account held with an Australian bank operated by ResApp (or by the ResApp Share Registry on behalf of ResApp) as trustee for the Scheme Shareholders.

1.2 Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.

- (c) The following rules apply unless the context requires otherwise.
- (i) The singular includes the plural, and the converse also applies.
 - (ii) A gender includes all genders.
 - (iii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
 - (iv) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
 - (v) A reference to a clause is a reference to a clause of this Scheme.
 - (vi) A reference to an agreement or document (including a reference to this document) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this document or that other agreement or document.
 - (vii) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
 - (viii) A reference to a person includes the person's successors, permitted substitutes and permitted assigns (and, where applicable, the person's legal personal representatives).
 - (ix) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
 - (x) A reference to *dollars* or \$ is to Australian currency.
 - (xi) Words and phrases not specifically defined in this Scheme have the same meanings (if any) given to them in the Corporations Act.
 - (xii) A reference to time is to Sydney, Australia time.
 - (xiii) If the day on which any act, matter or thing is to be done is a day other than a Business Day, such act, matter or thing must be done on the immediately succeeding Business Day.

2 Conditions

2.1 Conditions Precedent

This Scheme is conditional upon, and will have no force or effect until, the satisfaction of each of the following conditions precedent:

- (a) as at 8:00am on the Second Court Date each of the conditions precedent set out in clause 3.1 of the Scheme Implementation Deed (other than the condition precedent relating to the approval of the Court set out in clause 3.1(d) of the Scheme Implementation Deed) has been satisfied or waived in accordance with the Scheme Implementation Deed;
- (b) as at 8:00am on the Second Court Date, neither the Scheme Implementation Deed nor the Deed Poll has been terminated in accordance with its terms;
- (c) the Court makes orders approving this Scheme under section 411(4)(b) of the Corporations Act, including with such alterations made or required by the Court under section 411(6) of the Corporations Act and that are agreed to ResApp and Pfizer (such agreement not to be unreasonably withheld or delayed);

- (d) such other conditions made or required by the Court under section 411(6) of the Corporations Act in relation to this Scheme and that are agreed to ResApp and Pfizer (such agreement not to be unreasonably withheld or delayed) having been satisfied or waived; and
- (e) the orders of the Court made under section 411(4)(b) (and, if applicable, section 411(6)) of the Corporations Act approving this Scheme come into effect, pursuant to section 411(10) of the Corporations Act on or before the End Date.

2.2 Lapsing

This Scheme will lapse and be of no further force or effect if:

- (a) the Effective Date does not occur on or before the End Date; or
- (b) the Scheme Implementation Deed or the Deed Poll is terminated in accordance with its terms unless ResApp and Pfizer otherwise agree in writing.

3 Scheme becoming Effective

Subject to clause 2, this Scheme will take effect on and from the Effective Date.

4 Implementation of Scheme

On the Implementation Date, subject to Pfizer having satisfied its obligations in clause 5.2, all of the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, will be transferred to Pfizer, without the need for any further act by any Scheme Shareholder (other than acts performed by ResApp or any of its directors and officers as attorney and agent for Scheme Shareholders under this Scheme), by:

- (a) ResApp delivering to Pfizer for execution duly completed (and, if necessary, stamped) Scheme Transfers to transfer all of the Scheme Shares to Pfizer (and one or more Scheme Transfers can be a master transfer of all or part of all of the Scheme Shares), duly executed by ResApp (or any of its directors and officers) as the attorney and agent of each Scheme Shareholder as transferor under clause 8.3;
- (b) Pfizer executing the Scheme Transfers as transferee and delivering them to ResApp for registration; and
- (c) ResApp, immediately after receipt of the Scheme Transfers under clause 4(b), entering, or procuring the entry of, the name and address of Pfizer in the ResApp Share Register as the holder of all of the Scheme Shares.

5 Scheme Consideration

5.1 Entitlement to Scheme Consideration

Subject to the terms of this Scheme, each Scheme Shareholder will be entitled to the Scheme Consideration for each Scheme Share held by that Scheme Shareholder.

5.2 Deposit of Scheme Consideration

Pfizer must, by no later than the Business Day before the Implementation Date, deposit (or procure the deposit) in cleared funds into the Trust Account an amount at least equal to the aggregate amount of the Scheme Consideration payable to each Scheme Shareholder provided that any interest on the amounts deposited (less bank fees and other charges) will be credited to Pfizer's account.

5.3 Payment to Scheme Shareholders

- (a) On the Implementation Date, subject to Pfizer having satisfied its obligations in clause 5.2, ResApp must pay or procure the payment, from the Trust Account, to each Scheme Shareholder the Scheme Consideration as that Scheme Shareholder is entitled under this clause 5.
- (b) The obligations of ResApp under clause 5.3(a) will be satisfied by ResApp (in its absolute discretion):
 - (i) where a Scheme Shareholder has, before the Scheme Record Date, made a valid election in accordance with the requirements of the ResApp Share Registry to receive dividend payments from ResApp by electronic funds transfer to a bank account nominated by the Scheme Shareholder, paying, or procuring the payment of, the relevant amount in Australian currency by electronic means in accordance with that election; or
 - (ii) otherwise, whether or not the Scheme Shareholder has made an election referred to in clause 5.3(b)(i), dispatching, or procuring the dispatch of, a cheque for the relevant amount in Australian currency to the Scheme Shareholder by prepaid post to their Registered Address (as at the Scheme Record Date), such cheque being drawn in the name of the Scheme Shareholder (or in the case of joint holders, in accordance with the procedures set out in clause 5.4).

5.4 Joint holders

In the case of Scheme Shares held in joint names:

- (a) any cheque required to be sent under this Scheme will be made payable to the joint holders and sent to either, at the sole discretion of ResApp, the holder whose name appears first in the ResApp Share Register as at the Scheme Record Date or to the joint holders; and
- (b) any other document required to be sent under this Scheme, will be forwarded to either, at the sole discretion of ResApp, the holder whose name appears first in the ResApp Share Register as at the Scheme Record Date or to the joint holders.

5.5 Fractional entitlements

Where the calculation of the Scheme Consideration to be paid to a Scheme Shareholder would result in the Scheme Shareholder becoming entitled to a fraction of a cent, that fractional entitlement will be rounded down to the nearest whole cent.

5.6 Unclaimed monies

- (a) The *Unclaimed Money Act 1995* (NSW) will apply in relation to any Scheme Consideration which becomes 'unclaimed money' (as defined in section 7 of the *Unclaimed Money Act 1995* (NSW)).
- (b) ResApp may cancel a cheque issued under this clause 5 if the cheque:
 - (i) is returned to ResApp; or
 - (ii) has not been presented for payment within six months after the date on which the cheque was sent.
- (c) During the period of one year commencing on the Implementation Date, on request in writing from a Scheme Shareholder to ResApp (or the ResApp Share Registry) (which request may not be made until the date which is 20 Business Days after the Implementation Date), ResApp must reissue a cheque that was previously cancelled under this clause 5.6.

5.7 Remaining monies (if any) in Trust Account

To the extent that, following satisfaction of ResApp's obligations under the other provisions of this clause 5 and provided Pfizer has by that time acquired the Scheme Shares in accordance with this Scheme, there is a surplus in the Trust Account, then subject to compliance with applicable laws, the other terms of this Scheme, the Deed Poll and the Scheme Implementation Deed, that surplus (less any bank fees and related charges) shall be paid by ResApp (or the ResApp Share Registry on ResApp's behalf) to Pfizer.

5.8 Orders of a court

- (a) If written notice is given to ResApp (or the ResApp Share Registry) of an order or direction made by a court of competent jurisdiction or another Government Agency that:
- (i) requires consideration to be provided to a third party (either through payment of a sum or the issuance of a security) in respect of Scheme Shares held by a particular Scheme Shareholder, which would otherwise be payable or required to be issued to that Scheme Shareholder by ResApp in accordance with this clause 5, then ResApp shall be entitled to procure that provision of that consideration is made in accordance with that order or direction; or
 - (ii) prevents ResApp from providing consideration to any particular Scheme Shareholder in accordance with this clause 5, or the payment or issuance of such consideration is otherwise prohibited by applicable law, ResApp shall be entitled to (as applicable) retain an amount equal to the number of Scheme Shares held by that Scheme Shareholder multiplied by the Scheme Consideration, until such time as payment in accordance with this clause 5 is permitted by that (or another) court or direction or otherwise by law.
- (b) To the extent that amounts are so deducted or withheld in accordance with clause 5.8(a), such deducted or withheld amounts will be treated for all purposes under this Scheme as having been paid to the person in respect of which such deduction and withholding was made, provided that such deducted or withheld amounts are actually remitted as required.

6 Dealings in ResApp Shares

6.1 Dealings in ResApp Shares by Scheme Shareholders

For the purpose of establishing the persons who are Scheme Shareholders, dealings in ResApp Shares will be recognised by ResApp provided that:

- (a) in the case of dealings of the type to be effected using CHESSE, the transferee is registered in the ResApp Share Register as the holder of the relevant ResApp Shares by the Scheme Record Date; and
- (b) in all other cases, registrable transfers or transmission applications in respect of those dealings are received by the ResApp Share Registry by 5.00pm on the day which is the Scheme Record Date at the place where the ResApp Share Register is located (in which case ResApp must register such transfers or transmission applications before 7.00pm on that day),

and ResApp will not accept for registration, nor recognise for the purpose of establishing the persons who are Scheme Shareholders nor for any other purpose (other than to transfer to Pfizer pursuant to this Scheme and any subsequent transfers by Pfizer and its successors in title), any transfer or transmission application in respect of ResApp Shares received after such times, or received prior to such times but not in actionable or registrable form (as appropriate).

6.2 Register

- (a) ResApp will, until the Scheme Consideration has been provided and the name and address of Pfizer has been entered in the ResApp Share Register as the holder of all of the Scheme Shares, maintain, or procure the maintenance of, the ResApp Share Register in accordance with this clause 6, and the ResApp Share Register in this form and the terms of this Scheme will solely determine entitlements to the Scheme Consideration.
- (b) As from the Scheme Record Date (and other than for Pfizer following the Implementation Date), each entry in the ResApp Share Register as at the Scheme Record Date relating to Scheme Shares will cease to have any effect other than as evidence of the entitlements of Scheme Shareholders to the Scheme Consideration in respect of those Scheme Shares.
- (c) As soon as possible on or after the Scheme Record Date, and in any event within two Business Days after the Scheme Record Date, ResApp will ensure that details of the names, Registered Addresses and holdings of ResApp Shares for each Scheme Shareholder as shown in the ResApp Share Register are available to Pfizer in the form Pfizer reasonably requires.

6.3 Effect of share certificates and holding statements

As from the Scheme Record Date (and other than for Pfizer following the Implementation Date), all share certificates and holding statements for Scheme Shares (other than statements of holding in favour of Pfizer) will cease to have effect as documents of title in respect of those Scheme Shares.

6.4 No disposals after Record Date

If this Scheme becomes Effective, each Scheme Shareholder, and any person claiming through that Scheme Shareholder, must not dispose of or purport or agree to dispose of any Scheme Shares or any interest in them after 5.00pm on the Scheme Record Date (other than to Pfizer in accordance with this Scheme and any subsequent transfers by Pfizer and its successors in title), and any attempt to do so will have no effect and ResApp shall be entitled to disregard any such disposal, purported disposal or agreement.

7 Suspension and termination of quotation of ResApp Shares

- (a) ResApp must use best endeavours to ensure that ASX suspends trading of the ResApp Shares on ASX with effect from the close of business on the Effective Date.
- (b) On a date after the Implementation Date to be determined by Pfizer, ResApp must apply to ASX for termination of official quotation of the ResApp Shares on ASX and the removal of ResApp from the official list of ASX.

8 General provisions

8.1 Further assurances

- (a) Each Scheme Shareholder and ResApp will do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the terms of this Scheme and the transactions contemplated by it.
- (b) Without limiting ResApp's other powers under this Scheme, ResApp has power to do all things that it considers necessary or desirable to give effect to this Scheme and the transactions contemplated by it.

8.2 Scheme Shareholders' agreements and consents

Each Scheme Shareholder:

- (a) irrevocably agrees to the transfer of their Scheme Shares, together with all rights and entitlements attaching to those Scheme Shares, to Pfizer in accordance with the terms of this Scheme;
- (b) acknowledges and agrees that this Scheme binds ResApp and all Scheme Shareholders (including those that did not attend the Scheme Meeting or did not vote at that meeting or voted against this Scheme at that Scheme Meeting) and, to the extent of any inconsistency, overrides the Constitution; and
- (c) irrevocably consents to ResApp and Pfizer doing all things and executing all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the terms of the Scheme and the transactions contemplated by it,

without the need for any further act by that Scheme Shareholder.

8.3 Appointment of ResApp as attorney for implementation of Scheme

Each Scheme Shareholder, without the need for any further act by that Scheme Shareholder, irrevocably appoints ResApp as that Scheme Shareholder's agent and attorney for the purpose of:

- (a) doing all things and executing all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the terms of this Scheme and the transactions contemplated by it, including the effecting of a valid transfer or transfers (or the execution and delivery of any Scheme Transfers) under clause 4(b); and
- (b) enforcing the Deed Poll against Pfizer,

and ResApp accepts such appointment. ResApp, as agent and attorney of each Scheme Shareholder, may sub-delegate its functions, authorities or powers under this clause 8.3 to all or any of its directors and officers (jointly, severally, or jointly and severally).

8.4 Warranty by Scheme Shareholders

Each Scheme Shareholder is deemed to have warranted to Pfizer, and, to the extent enforceable, to have appointed and authorised ResApp as that Scheme Shareholder's agent and attorney to warrant to Pfizer, that all of their Scheme Shares (including all rights and entitlements attaching to those Scheme Shares) will, at the time of the transfer of them to Pfizer pursuant to this Scheme, be fully paid and free from all mortgages, charges, liens, encumbrances, pledges, security interests (including 'security interests' within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and other interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind, and that they have full power and capacity to sell and to transfer their Scheme Shares (together with any rights and entitlements attaching to those Scheme Shares) to Pfizer pursuant to this Scheme. ResApp undertakes in favour of each Scheme Shareholder that it will provide such warranty, to the extent enforceable, to Pfizer on behalf of that Scheme Shareholder.

8.5 Title to and rights in Scheme Shares

- (a) To the extent permitted by law, the Scheme Shares (including all rights and entitlements attaching to the Scheme Shares) transferred under this Scheme to Pfizer will, at the time of transfer of them to Pfizer, be fully paid and free from all mortgages, charges, liens, encumbrances, pledges, security interests (including 'security interests' within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and other interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind.

- (b) Immediately upon the deposit of the Scheme Consideration in the manner contemplated by clause 5.2, Pfizer will be beneficially entitled to the Scheme Shares transferred to it under this Scheme pending registration by ResApp of the name and address of Pfizer in the ResApp Share Register as the holder of the Scheme Shares.

8.6 Appointment of Pfizer as attorney and agent for Scheme Shares

- (a) From the time that Pfizer has satisfied its obligations in clause 5.2 and until Pfizer is registered in the ResApp Share Register as the holder of all Scheme Shares, each ResApp Shareholder:
 - (i) without the need for any further act by that ResApp Shareholder, irrevocably appoints Pfizer as its proxy to (and irrevocably appoints Pfizer as its agent and attorney for the purpose of appointing any director or officer of Pfizer as that ResApp Shareholder's sole proxy and, where applicable or appropriate, its corporate representative to):
 - (A) attend shareholders' meetings of ResApp;
 - (B) exercise the votes attaching to the ResApp Shares registered in the name of the ResApp Shareholder; and
 - (C) sign any ResApp Shareholders' resolution or document;
 - (ii) must not attend or vote at any of those meetings or sign any resolutions, whether in person, by proxy or by corporate representative (other than pursuant to clause 8.6(a));
 - (iii) must take all other action in the capacity of an ResApp Shareholder as Pfizer reasonably directs; and
 - (iv) acknowledges and agrees that in exercising the powers referred to in clause 8.6(a), Pfizer and any person nominated by Pfizer under clause 8.6(a) may act in the best interests of Pfizer as the intended registered holder of the Scheme Shares.
- (b) From the time that Pfizer has satisfied its obligations in clause 5.2 until Pfizer is registered in the ResApp Share Register as the holder of all Scheme Shares, no ResApp Shareholder may attend or vote at any meetings of ResApp Shareholders or sign any ResApp Shareholders' resolution (whether in person, by proxy or by corporate representative) other than under this clause 8.6.

8.7 Alterations and conditions to Scheme

If the Court proposes to approve this Scheme subject to any alterations or conditions, ResApp may, by its counsel or solicitors, and with the prior written consent of Pfizer:

- (a) consent on behalf of all persons concerned, including each ResApp Shareholder, to those alterations or conditions; and
- (b) each Scheme Shareholder agrees to any such alterations or conditions which ResApp has consented to.

8.8 Enforcement of Deed Poll

ResApp undertakes in favour of each Scheme Shareholder that it will enforce the Deed Poll against Pfizer on behalf of and as agent and attorney for the Scheme Shareholders.

8.9 Consent

Each of the Scheme Shareholders consents to ResApp doing all things necessary or incidental to the implementation of this Scheme, whether on behalf of the Scheme Shareholders, ResApp or otherwise.

8.10 Notices

- (a) Where a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to ResApp, it will not be deemed to be received in the ordinary course of post or on a date other than the date (if any) on which it is actually received at ResApp's registered office or by the ResApp Share Registry, as the case may be.
- (b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of such notice by an ResApp Shareholder will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

8.11 Duty

Pfizer will:

- (a) pay all duty (including stamp duty and any related fines, penalties and interest) payable on or in connection with the Deed Poll and any instrument executed under or any transaction evidenced by the Deed Poll (including, the transfer by Scheme Shareholders of the Scheme Shares to Pfizer pursuant to this Scheme); and
- (b) indemnify each Scheme Shareholder against any liability arising from failure to comply with clause 8.11(a).

8.12 Withholding Tax

If Pfizer is required to make any withholding, deduction or payment for or on account of Tax (including under Subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953* (Cth) (Subdivision 14-D)) or by any Government Agency in respect of the acquisition of Scheme Shares from any one or more of the Scheme Shareholders, Pfizer:

- (a) must pay or procure the payment of the full amount of the withholding or deduction, or make or procure the making of the payment, to the appropriate Government Agency under applicable Law; and
- (b) will not be required to pay any additional amount and will be deemed for all purposes to have paid the full amount of the Scheme Consideration (or other payment) required under this Scheme to the relevant Scheme Shareholder or Scheme Shareholders.

8.13 Governing law and jurisdiction

This document is governed by the laws of New South Wales. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there and courts of appeal from them in connection with matters concerning this document. The parties irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

8.14 No liability when acting in good faith

Each Scheme Shareholder agrees that neither ResApp, nor Pfizer nor any director, officer, secretary or employee of any of those companies shall be liable for anything done or omitted to be done in the performance of this Scheme or the Deed Poll in good faith

Schedule 2 Independent Expert's Supplementary Letter



3 August 2022

The Directors
ResApp Health Limited
Level 12, 100 Creek Street
Brisbane QLD 4000

Dear Directors,

On 3 August 2022, ResApp Health Limited ('ResApp' or 'the Company') and Pfizer Australia Holdings Pty Limited ('Pfizer') amended the Scheme Implementation Deed such that the scheme consideration of \$0.146 for every ResApp share increased to \$0.208 per share.

We considered the above change to the scheme consideration in the context of our Independent Expert's Report dated 14 July 2022 ('IER'). The assessed value of a ResApp share in our IER was in the range of \$0.146 to \$0.279, with a preferred value of \$0.208. The amendment of the scheme consideration therefore represents an increase in the consideration from the low end of our value range to our preferred value of a ResApp share.

In accordance with our obligations under RG 111, we have continued to monitor the Company's announcements for any material transactions or events which would result in a significant change to the information contained in our IER. The Company has also represented to us that there has not been any transactions or events that would result in a significant change to the information contained in our IER, other than the change to the scheme consideration detailed above.

Our opinion on the Scheme as detailed in our IER dated 14 July 2022, is that the Scheme is fair and reasonable to the shareholders of ResApp ('Shareholders'). Therefore, the Scheme is in the best interests of Shareholders. Given that the amendment to the Scheme Implementation Deed represents an increase in the scheme consideration from \$0.146 to \$0.208, our opinion remains unchanged. Therefore, we still consider the Scheme to be fair and reasonable, and therefore in the best interests of Shareholders.

Yours faithfully

BDO CORPORATE FINANCE (WA) PTY LTD

Adam Myers
Director

Sherif Andrawes
Director