

18 November 2022

Dear Shareholder,

## General Meeting – Letter to Shareholders

YPB Group Limited (ASX: YPB) (**YPB** or **the Company**) advises that a general meeting of the Company (**GM**) will be held at **1.00pm (AEDT)** on **Friday 23 December 2022** as a **virtual meeting. (Meeting)**.

Details on how to attend and participate in the virtual meeting can be found below and in the Notice of Meeting.

In accordance with Part 1.2AA of the *Corporations Act 2001*, the Company will only be dispatching physical copies of the Notice of Meeting (**Notice**) to Shareholders who have elected to receive the Notice in physical form. For further information on your right to elect to receive documents from the Company electronically or physically, please see Annexure A to this letter.

The Notice is being made available to Shareholders electronically and can be viewed and downloaded online at the following link: <https://ypbsystems.com/en/invest/investor-relations>.

The Notice is given based on circumstances as at the date of this letter. Should circumstances change, the Company will make an announcement on the ASX market announcements platform and on the Company's website at <https://ypbsystems.com/en/invest/investor-relations>. Shareholders are urged to monitor the ASX announcements platform and the Company's website.

If you have nominated an email address and have elected to receive electronic communications from the Company, you will also receive an email to your nominated email address with a link to an electronic copy of the Notice of Meeting. If you wish to receive a hard copy of the Notice, please contact the Company Secretary on [lucy.rowe@automicgroup.com.au](mailto:lucy.rowe@automicgroup.com.au).

The Meeting will be accessible to all shareholders virtually via a live webinar, further details of which are set out below.

### Venue – Virtual Meeting

If you wish to attend the virtual GM, Shareholders may do so by entering the following URL into an internet browser on your computer, laptop, smartphone, tablet or other smart mobile device: <https://web.lumiagm.com/#/310307237>


### Your vote is important

The business of general meeting affects your shareholding, and your vote is important.

All resolutions will be decided on a poll. The poll will be conducted based on votes submitted by proxy and at the Meeting by shareholders who can vote in accordance with the instructions set out below.



 [investors@ypbsystems.com](mailto:investors@ypbsystems.com)

 YPB Group Limited  
Level 5  
126 Phillip Street  
SYDNEY NSW 2000

 [ypbsystems.com](https://ypbsystems.com)

## Voting virtually at the Meeting

If you choose to participate in the GM online or through the app, you can log in to the meeting by entering:

1. The meeting ID, which is **<https://web.lumiagm.com/#/310307237>**
2. Your username, which is your HIN or SRN (located on any recent statement or documentation).
3. Your password, which is the postcode registered to your holding if you are an Australian shareholder. Overseas shareholders should refer to the user guide for their password details.
4. If you have been nominated as a third-party proxy, please contact Boardroom Pty Ltd on 1300 737 760 (in Australia).

## Voting by proxy

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

<b>Online</b>	Lodge online at: <b><a href="https://www.votingonline.com.au/ypbgm2022">https://www.votingonline.com.au/ypbgm2022</a></b>
<b>By post</b>	Boardroom Pty Limited, GPO Box 3993, Sydney NSW 2001
<b>By hand</b>	Boardroom Pty Limited, Level 12/225 George Street, Sydney NSW 2000
<b>By fax</b>	+61 2 9290 9655

Your Proxy instruction must be received not later than 48 hours before the commencement of the Meeting.

**Proxy Forms received later than this time will be invalid.**

The Chair intends to vote all open proxies in favour of all resolutions, where permitted.

## Enquiries

Shareholders are encouraged to contact the Company Secretary, Lucy Rowe on +61 2 7250 6621 if they have any queries in respect of this Meeting.

Yours faithfully,

Lucy Rowe  
Company Secretary

YPB Investor enquiries  
[investors@ypbsystems.com](mailto:investors@ypbsystems.com)

Ben Jarvis 0413  
150 448  
[Ben.jarvis@sdir.com.au](mailto:Ben.jarvis@sdir.com.au)  
Six Degrees Investor Relations





## About YPB Group

YPB Group Limited (ASX:YPB) develops and sells a suite of product authentication and consumer engagement technologies designed for a world where authenticity triggers engagement, and the value of consented first party data is ever increasing.

The combination of YPB's covert tracer and smartphone authentication technologies together with its proprietary Connect platform allows product packaging to become connected. YPB's technology opens cost-effective, digital, and direct marketing channels between brands and their consumers, while protecting both against counterfeits and allowing tailored marketing campaigns directly back to the scanning smartphone.

YPB is focused on the rapidly growing Australian, South-East Asian, and Chinese markets and our focus is dairy products, official identification documents, alcohol brands, FMCG manufacturers, global packaging partners and integrators. Our target markets represent billions of items and are growing rapidly. To learn more please visit:

<https://www.ypbsystems.com>



investors@ypbsystems.com

YPB Group Limited  
Level 5  
126 Phillip Street  
SYDNEY NSW 2000

ypbsystems.com



**YPB GROUP LIMITED**

**ACN 108 649 421**

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## **NOTICE OF GENERAL MEETING**

**A general meeting of the Company will be held via virtual meeting on Friday, 23 December 2022 at 1:00pm (AEDT).**

*YPB Group Limited (**Company**) strongly encourages all Shareholders to vote by directed proxy in lieu of attending the Meeting in person. Proxy Forms for the Meeting should be lodged before 1:00pm (AEDT) on Wednesday, 21 December 2022.*

*Shareholders can attend this virtual Meeting via virtual meeting where Shareholders will be able to watch, listen and vote online. Details on how to access the virtual Meeting are provided in the Notice. Please contact the Company by emailing [investors@ypbsystems.com](mailto:investors@ypbsystems.com) or by phone at +61 (02) 8072 1400 if you have any queries.*

*Shareholders can also submit, and are encouraged to submit, any questions in advance of the Meeting by emailing the questions to [lucy.rowe@automicgroup.com.au](mailto:lucy.rowe@automicgroup.com.au) by no later than 5:00pm (AEDT) on Wednesday, 21 December 2022.*

*If the above arrangements with respect to the Meeting change, Shareholders will be updated via the ASX Market Announcements Platform and on the Company's website at <https://ypbsystems.com>.*

*The business of the Meeting affects your shareholding and your vote is important. This Notice and the accompanying Explanatory Memorandum should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their stockbroker, investment advisor, accountant, solicitor, or other professional adviser prior to voting.*

**Should you wish to discuss any matter please do not hesitate to contact the Company Secretary, Lucy Rowe, by telephone on +61 (02) 8072 1400**

# YPB GROUP LIMITED

## ACN 108 649 421

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### NOTICE OF GENERAL MEETING

Notice is hereby given that a general meeting of YPB Group Limited (**Company**) will be held via virtual meeting on Friday, 23 December 2022 at 1:00pm (AEDT time) (**Meeting**).

The Explanatory Memorandum provides additional information on matters to be considered at the Meeting. The Explanatory Memorandum and the Proxy Form, form part of this Notice.

The Directors have determined pursuant to regulation 7.11.37 of the *Corporations Regulations 2001* (Cth) that the persons eligible to vote at the Meeting are those who are registered as Shareholders on Wednesday, 21 December 2022 at 7:00pm (AEDT).

The Company advises that an online poll will be conducted for all Resolutions.

Terms and abbreviations used in this Notice (including the Explanatory Memorandum) are defined in Schedule 1.

### AGENDA

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#### 1 Resolution 1 – Approval to issue Facility Options

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

*“That, pursuant to and in accordance with Listing Rule 10.11 and for all other purposes, Shareholders approve the issue of 200,000,000 Options to J F Houston Holdings Pty Ltd (or its nominee) and on the terms and conditions in the Explanatory Memorandum”.*

##### Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of J F Houston Holdings Pty Ltd and any other person who will obtain a material benefit as a result of the issue of the Options (except a benefit solely by reason of being a holder of Shares in the Company) or an associate of that person (or those persons).

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

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

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

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## 2 Resolution 2 – Approval to issue Convertible Notes

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

*“That, for the purposes of Listing Rule 10.11 and for all other purposes, Shareholders approve the issue of up to 1,000,000 Convertible Notes and up to 87,467,157 Shares on conversion of the Convertible Notes, to J F Houston Holdings Pty Ltd (or its nominee) calculated in accordance with the formula detailed in the Explanatory Memorandum and otherwise on the terms and conditions in the Explanatory Memorandum.”*

### Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of J F Houston Holdings Pty Ltd and any other person who will obtain a material benefit as a result of the issue of the Options (except a benefit solely by reason of being a holder of Shares in the Company) or an associate of that person (or those persons).

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

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

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## 3 Resolution 3 – Approval to issue up to A\$4,000,000 worth of Shares

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

*‘That, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, approval be given for the Company to issue up to the number of Shares determined by A\$4,000,000 divided by the Proposed Share Issue Price on the terms and conditions in the Explanatory Memorandum (Proposed Share Issue).’*

### Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of a person who is expected to participate in, or who will obtain a material benefit as a result of,

the Proposed Share Issue (except a benefit solely by reason of being a holder of ordinary securities) or an associate of that person (or those persons).

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

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

*Note: the proposed allottees of any Shares issued under Resolution 3 is not as yet known or identified. In accordance with Listing Rule 14.11.1 and the relevant note under that rule concerning Listing Rule 7.1, as at the date of this Notice it is not known who may participate in the Proposed Share Issue (if any). Accordingly, no Shareholders are currently excluded from voting on this Resolution 3.*

Dated: 18 November 2022

By order of the Board

Lucy Rowe

Company Secretary

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**YPB GROUP LIMITED**  
**ACN 108 649 421**

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**EXPLANATORY MEMORANDUM**

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**1 Introduction**

This Explanatory Memorandum has been prepared for the information of Shareholders in connection with the business to be conducted at the Meeting.

This Explanatory Memorandum should be read in conjunction with and forms part of the Notice. The purpose of this Explanatory Memorandum is to provide information to Shareholders in deciding whether or not to pass the Resolutions.

This Explanatory Memorandum includes the following information to assist Shareholders in deciding how to vote on the Resolutions:

Section 1	Introduction
Section 2	Action to be taken by Shareholders
Section 3	Resolution 1 – Approval to issue Facility Options
Section 4	Resolution 2 – Approval to issue Convertible Notes
Section 5	Resolution 3 – Approval to issue up to A\$4,000,000 worth of Shares
Schedule 1	Definitions and Interpretation
Schedule 2	Terms and Conditions of Facility Options

A Proxy Form is located at the end of this Explanatory Memorandum.

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**2 Action to be taken by Shareholders**

Shareholders should read the Notice including this Explanatory Memorandum carefully before deciding how to vote on the Resolutions.

The Company advises that a poll will be conducted for all Resolutions.

**2.1 Proxies**

A Proxy Form is attached to the Notice. This is to be used by Shareholders if they wish to appoint a representative (a 'proxy') to vote in their place. All Shareholders are invited and encouraged to attend the Meeting or, if they are unable to attend in person, sign and return the Proxy Form to the Company in accordance with the instructions thereon. Returning the Proxy Form will not preclude a Shareholder from attending and voting at the Meeting in person.



Please note that:

- (a) a member of the Company entitled to attend and vote at the Meeting is entitled to appoint a proxy;
- (b) a proxy need not be a member of the Company; and
- (c) a member of the Company entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise. Where the proportion or number is not specified, each proxy may exercise half of the votes.

Proxy Forms must be received by the Company no later than 1:00pm (AEDT) on Wednesday, 21 December 2022, being at least 48 hours before the Meeting.

The Proxy Form provides further details on appointing proxies and lodging Proxy Forms.

## 2.2 Attendance at Meeting

The Directors strongly encourage Shareholders to attend the Meeting via virtual meeting and vote using either the online platform or by lodging a proxy form prior to the Meeting (recommended).

Proxy Forms for the Meeting should be lodged before 1:00pm (AEDT) on Wednesday, 21 December 2022.

Shareholders can also submit any questions in advance of the Meeting by emailing the questions to [lucy.rowe@automicgroup.com.au](mailto:lucy.rowe@automicgroup.com.au) by no later than 1:00pm (AEDT) on Wednesday, 21 December 2022.

If the above arrangements with respect to the Meeting change, Shareholders will be updated via the ASX Market Announcements Platform and on the Company's website at <https://ypbsystems.com>.

# 3 Resolution 1 – Approval to issue Facility Options

## 3.1 Background

Resolution 1 seeks Shareholder approval for the issue of 200,000,000 unlisted Options (**Facility Options**) to J F Houston Holdings Pty Ltd (**J F Houston Holdings**) (or its nominee), as part of the fees payable under the loan facility agreement entered into by the Company and J F Houston Holdings on 3 October 2022 (**Loan Facility Agreement**). The Facility Options will have an exercise price of A\$0.005 per Facility Option and will expire 3 years from the date of issue. As at the date of this Notice, the Company has drawn down A\$500,000 under the loan facility.

The terms and conditions of the Facility Options are set out in Schedule 2.

A summary of the material terms of the Loan Facility Agreement is as follows:

<b>Date</b>	3 October 2022
<b>Lender</b>	J F Houston Holdings Pty Ltd
<b>Borrower</b>	Company
<b>Principal Amount</b>	A\$1,000,000 loan facility.

<b>Facility Fee</b>	A\$20,000 plus the issue of the Facility Options.
<b>Maturity Date</b>	3 October 2023
<b>Interest Rate</b>	Interest is payable at the National Australia Bank Fixed Mortgage Rate plus 9%. Interest accrues daily and is capitalised at the end of each month until the earlier of conversion or repayment.
<b>Repayment</b>	<p>Unless converted at the Lender's election or repaid earlier, the Borrower must repay the Lender the Moneys Owing in full on the Maturity Date.</p> <p><b>Moneys Owing</b> means the outstanding balance that the Borrower is liable to pay to the Lender in relation to the total outstanding advances and any additional liability (e.g. interest) that the Borrower is liable to pay to the Lender under the Loan Facility Agreement.</p>
<b>Conversion</b>	<p>i) Subject to Shareholder approval, the Lender may elect to convert all or some of the Moneys Owing into Shares.</p> <p>ii) The number of Shares which the Company will issue to the Lender is determined in accordance with the following formula:</p> $A = \frac{B}{C}$ <p>where:</p> <p>A = the number of Shares to be issued to the Lender;</p> <p>B = the amount of Moneys Owing being converted;</p> <p>C = the Conversion Price.</p> <p>iii) The Noteholder's ability to convert the Moneys Owing into Shares is subject to compliance with the Corporations Act, including compliance with the takeovers threshold in section 606 of the Corporations Act.</p> <p>iv) <b>Conversion Price</b> means the lower of the 25% discount to the 20 Day VWAP ending on either the first Advance Date or Conversion Date, but subject to a conversion floor price of no lower than A\$0.002 per Share.</p> <p>v) <b>20 Day VWAP</b> means the volume weighted average price of Shares over 20 consecutive trading days.</p> <p>vi) <b>Advance Date</b> means the date on which an advance is made under the loan facility.</p> <p>vii) <b>Conversion Date</b> means the date on which all or</p>

	part of the Monies Owing is converted into Shares.
<b>Security</b>	The loan facility is intended to be secured pursuant to a general security deed against the assets of the Company. The grant of the security and entry into the general security deed is subject to Shareholder approval or the grant of a waiver from ASX.
<b>Events of default</b>	<p>The following are events of default under the Loan Facility Agreement:</p> <ul style="list-style-type: none"> <li>i) the Borrower fails to make, within 5 Business Days of the due date, any amount payable under the Loan Facility Agreement;</li> <li>ii) the Borrower does not comply with any other obligation under the Loan Facility Agreement or general security deed and, if that default is capable of ratification, such default is not rectified within 10 Business Days of its occurrence;</li> <li>iii) a statement, representation or warranty made by or on behalf of the Borrower in the Loan Facility Agreement or general security deed is untrue or misleading in a material respect;</li> <li>iv) the Loan Facility Agreement or general security deed is void, voidable or otherwise unenforceable by the Lender or is claimed to be so by the Borrower;</li> <li>v) a distress, attachment or execution is levied or becomes enforceable against any property of the Borrower for an amount exceeding A\$100,000 (or its equivalent in any currency) and is not set aside or satisfied within 10 Business Days (or any other longer period agreed by the Lender) of its occurrence;</li> <li>vi) the Borrower ceases or threatens to cease carrying on its business or a substantial part of its business other than as approved by the Lender; or</li> <li>vii) the Borrower suffers an Insolvency Event.</li> </ul> <p>On the occurrence of an event of default, the Lender may cancel the loan facility, declare all of the Moneys Owing to be immediately due and payable or, if approved by Shareholders, enforce the security granted.</p> <p><b>Insolvency Event</b> means the occurrence of any one or more of the following events in relation to the Company:</p> <ul style="list-style-type: none"> <li>(a) the Company is unable to pay its debts when they become due and payable or an event has taken place with respect to the Company which would make, or deem it to be, insolvent under any law applicable to it; or</li> </ul>

	<p>(b) the Company:</p> <ul style="list-style-type: none"> <li>i) stops or suspends payments to all creditors generally and is not recommenced within 5 Business Days;</li> <li>ii) enters into an arrangement, assignment or composition with or for the benefit of its creditors generally or any part of them;</li> <li>iii) applies to be protected from any of its creditors under any applicable legislation;</li> <li>iv) proposes to do any of the things in paragraphs (i) to (iii) above; or</li> <li>v) proposes to do or does do anything analogous to any of the things in paragraphs (i) to (iii) above.</li> </ul>
<b>Other</b>	The Loan Facility Agreement contains customary representations and warranties provided by the Borrower for an agreement of this nature.

The Company has received a waiver from Listing Rule 10.1 to permit the Company to grant security over its assets in favour of the Lender to secure the Company's obligations under the loan facility without the Company obtaining Shareholder approval for the purposes of Listing Rule 10.1.

Resolution 1 is an ordinary Resolution.

The Chairperson intends to exercise all available proxies in favour of Resolution 1.

### 3.2 Listing Rule 10.11

Listing Rule 10.11 provides that unless one of the exceptions in Listing Rule 10.12 applies, a listed company must not issue or agree to issue equity securities to:

- (a) related party;
- (a) a person who is, or was at any time in the 6 months before the issue of agreement, a substantial (30%+) holder in the company;
- (b) a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (10%+) holder in the company and who has nominated a director to the board of the company pursuant to a relevant agreement which gives them a right or expectation to do so;
- (c) an associate of a person referred to in (a) to (c) above; and
- (d) a person whose relationship with the Company or a person referred to in (a) to (d) above is such that, in the ASX's opinion, the issue or agreement should be approved by Shareholders,

unless it obtains shareholder approval.

J F Houston Holdings is considered a related party of the Company as Mr Houston, a director of the Company, controls J F Houston Holdings. The proposed issue does not fall within any

of the exceptions in Listing Rule 10.12, and therefore requires the approval of the Company's Shareholders under Listing Rule 10.11.

Resolution 1 seeks the required Shareholder approval to issue the Facility Options to J F Houston Holdings (or its nominee) under and for the purposes of Listing Rule 10.11.

If approval is obtained under Listing Rule 10.11, in accordance with Listing Rule 7.2 (exception 14), separate approval is not required under Listing Rule 7.1.

If Resolution 1 is passed, the Company will be able to proceed with the issue of the Facility Options to J F Houston Holdings (or its nominee) and pursuant to Listing Rule 7.2, exception 14, the Company may issue the Facility Options without using the Company's 15% placement capacity under Listing Rule 7.1.

If Resolution 1 is not passed, the Company will not be able to proceed with the issue of the Facility Options and the Company may have to consider alternative means of compensating J F Houston Holdings in lieu of the Facility Options.

### 3.3 Information required by Listing Rule 10.13

The following information in relation to the issue of the Facility Options to J F Houston Holdings is provided to Shareholders for the purposes of Listing Rule 10.13:

- (a) The Facility Options will be issued to J F Houston Holdings (or its nominee).
- (b) J F Houston Holdings is considered a related party of the Company as Mr Houston, a director of the Company, controls J F Houston Holdings. J F Houston Holdings is therefore considered to be a related party of the Company pursuant to Listing Rule 10.11.1.
- (c) The maximum number of Facility Options to be issued is 200,000,000.
- (d) The Facility Options will be issued on the terms and conditions in Schedule 2.
- (e) The Company will issue the Facility Options within 1 month after the date of this Meeting.
- (f) Funds will not be raised from the issue of the Facility Options as the Facility Options will be issued as part of the facility fee payable to J F Houston Holdings under the Loan Facility Agreement.
- (g) The Facility Options are issued pursuant to the terms of the Loan Facility Agreement. A summary of the material terms of the Loan Facility Agreement is detailed in Section 3.1 of this Notice.
- (h) A voting exclusion statement is included in the Notice for Resolution 1.

#### Directors' Recommendation

The Board (excluding Mr John Houston) unanimously recommends that Shareholders vote in favour of Resolution 1.

## 4 Resolution 2 – Approval to issue Convertible Notes

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### 4.1 General

The Company is proposing to repay the amount drawn down under the Loan Facility Agreement through the issue of convertible notes for a principal amount of A\$1,000,000 to J F Houston Holdings (or its nominee) (**Convertible Notes**) pursuant to a convertible note subscription agreement (**Subscription Agreement**). The loan under the Loan Facility

Agreement (see Section 3 of this Notice for further details) will be repaid and terminated on completion of the issue of the Convertible Notes.

A summary of the material terms of the Subscription Agreement is as follows:

- (a) **(Subscription):** J F Houston Holdings agrees to subscribe for, and the Company agrees to issue, the Convertible Notes for A\$1,000,000;
- (b) **(Conditions Precedent):** the issue of the Convertible Notes is subject to:
  - (i) the Company receiving Shareholder approval for the issue of the Convertible Notes for the purposes of Listing Rule 10.11; and
  - (ii) the Company:
    - (A) receiving Shareholder approval to enter into a general security deed and grant security over its assets in favour of the J F Houston Holdings to secure the Company's obligations under the Convertible Notes for the purposes of Listing Rule 10.1; or
    - (B) obtaining an ASX waiver to enter into a general security deed and grant security over its assets in favour of J F Houston Holdings to secure the Company's obligations under the Convertible Notes for the purposes of Listing Rule 10.1; and
- (c) **(Other)** the terms of the Convertible Notes contain customary representations and warranties provided by the parties for an agreement of this nature.

The Company has received a waiver from Listing Rule 10.1 to permit the Company to grant security over its assets in favour of the J F Houston Holdings to secure the Company's obligations under the Convertible Notes without the Company obtaining Shareholder approval for the purposes of Listing Rule 10.1.

Resolution 2 seeks Shareholder approval pursuant to Listing Rule 10.11 to issue 1,000,000 Convertible Notes, and up to 87,467,157 Shares on conversion of the Convertible Notes, to J F Houston Holdings on the terms and conditions set out in the Explanatory Memorandum.

The Convertible Note is an "equity security" (as defined in the Listing Rules) and the issue of the Convertible Notes to J F Houston Holdings requires Shareholder approval under Listing Rule 10.11.

The terms and conditions of the Convertible Notes are set out below:

<b>Noteholder</b>	J F Houston Holdings Pty Ltd
<b>Number of Convertible Notes and Face Value</b>	1,000,000 Convertible Notes with a face value of A\$1.00 each.
<b>Interest rate</b>	Interest is payable at the National Australia Bank Fixed Mortgage Rate plus 9%. Interest accrues daily and is capitalised at the end of each month until the earlier of conversion, redemption or termination.
<b>Maturity Date</b>	12 months after the date of the issue of the Convertible Notes.
<b>Conversion</b>	i) The Noteholder may elect to convert all or some of the Convertible Notes into Shares. The conversion and issue of Shares in respect of the Convertible Notes is subject to Shareholder approval (and such approval

	<p>remining valid for the issue of the Shares on conversion).</p> <p>ii) The number of Shares which the Company will issue to the Noteholder is determined in accordance with the following formula:</p> $A = \frac{B + C}{D}$ <p>where:</p> <p>A = the number of Shares to be issued to the Noteholder;</p> <p>B = the face value of the Convertible Notes being converted;</p> <p>C = the interest capitalised and accrued on the face value of the Convertible Notes being converted; and</p> <p>D = the Conversion Price.</p> <p>iii) The Noteholder's ability to convert the Convertible Notes into Shares is also subject to compliance with the Corporations Act, including compliance with the takeovers threshold in section 606 of the Corporations Act.</p> <p>iv) If the conversion would result in the Noteholder being in contravention of section 606, the Company will, as soon as reasonably practicable, convene a meeting of Shareholders to seek approval under Item 7 of section 611 of the Corporations Act for the issue of the Shares to be issued pursuant to the conversion.</p> <p>v) <b>Conversion Price</b> means the lower of the 25% discount to the 20 Day VWAP ending on either the Issue Date or Conversion Date, but subject to a conversion floor price of no lower than A\$0.002 per Share.</p> <p>viii) <b>20 Day VWAP</b> means the volume weighted average price of Shares over 20 consecutive trading days.</p> <p>vi) <b>Issue Date</b> means the date of issue of the Convertible Notes.</p> <p>vii) <b>Conversion Date</b> means the date on which the Convertible Notes are converted into Shares.</p>
<b>Redemption and Repayment</b>	<p>i) At any time during the Outstanding Period, the Company may redeem all the Convertible Notes by giving the Noteholder 5 Business Days written notice of the redemption and paying the Outstanding Amount.</p> <p>ii) Unless fully converted or redeemed by the Company, the Company must redeem all Convertible Notes by repaying the Outstanding Amount on the Termination Date.</p>

	<p>iii) <b>Outstanding Period</b> means the period commencing on the Issue Date and concluding on the Maturity Date.</p> <p>iv) <b>Outstanding Amount</b> means the aggregate of the face value of all Convertible Notes and interest capitalised and accrued on the Convertible Notes.</p> <p>v) <b>Termination Date</b> means the earlier to occur of the Maturity Date or, upon an event of default, the date of receipt by the Company of a notice from the Noteholder making a declaration.</p>
<b>Reconstruction</b>	<p>If any Reconstruction occurs, the entitlement of the Noteholder to convert their Convertible Notes must, subject to the Corporations Act, the Constitution and the Listing Rules (as applicable), be reconstructed, as determined by the Company, in the same proportion and manner as the issued capital of the Company is reconstructed.</p> <p><b>Reconstruction</b> means:</p> <ul style="list-style-type: none"> <li>i) a bonus issue of securities in the Company;</li> <li>ii) a sub-division or consolidation of securities in the Company;</li> <li>iii) a capital distribution on or in respect of any securities in the Company; or</li> <li>iv) any other reorganisation, reclassification or reconstruction of the Company's share capital where the Company neither pays nor receives cash.</li> </ul>
<b>Security</b>	<p>The Convertible Notes are intended to be secured pursuant to a general security deed against the assets of the Company. The grant of the security and entry into the general security deed is subject to Shareholder approval or the grant of a waiver from ASX.</p>
<b>Events of default</b>	<p>The following are events of default under the Convertible Notes:</p> <ul style="list-style-type: none"> <li>i) the Company fails to make, within 5 Business Days of the due date, any payment due in accordance with the conditions of issue of the Convertible Notes;</li> <li>ii) the Company does not comply with any other obligation under the Subscription Agreement or general security deed and, such default is not rectified within 10 Business Days of the Noteholder giving notice;</li> <li>iii) a statement, representation or warranty made by or on behalf of the Company in the Subscription Agreement or general security deed is untrue or misleading in a material respect;</li> <li>iv) a security interest or guarantee is enforced or becomes enforceable against the Company;</li> </ul>



	<p>v) the Subscription Agreement or general security deed is void, voidable or otherwise unenforceable by the Noteholder or is claimed to be so by the Company;</p> <p>vi) a distress, attachment or execution is levied or becomes enforceable against any property of the Company for an amount exceeding A\$100,000 (or its equivalent in any currency) and is not set aside or satisfied within 10 Business Days (or any other longer period agreed by the Noteholder) of its occurrence;</p> <p>vii) the Company ceases or threatens to cease carrying on its business or a substantial part of its business other than as approved by the Noteholder; or</p> <p>viii) the Company suffers an Insolvency Event.</p> <p>On the occurrence of an event of default, the Noteholder may declare all of the Outstanding Amount (or any part of it) immediately due and payable or, if approved by Shareholders, enforce the security granted.</p> <p><b>Insolvency Event</b> means the occurrence of any one or more of the following events in relation to the Company:</p> <p>(a) the Company is unable to pay its debts when they become due and payable or an event has taken place with respect to the Company which would make, or deem it to be, insolvent under any law applicable to it; or</p> <p>(b) the Company:</p> <ul style="list-style-type: none"> <li>i) stops or suspends payments to all creditors generally and is not recommenced within 5 Business Days;</li> <li>ii) enters into an arrangement, assignment or composition with or for the benefit of its creditors generally or any part of them;</li> <li>iii) applies to be protected from any of its creditors under any applicable legislation;</li> <li>iv) proposes to do any of the things in paragraphs (i) to (iii) above; or</li> <li>v) proposes to do or does do anything analogous to any of the things in paragraphs (i) to (iii) above.</li> </ul>
<b>Transferability</b>	<p>The Convertible Notes may be transferred:</p> <ul style="list-style-type: none"> <li>i) to any person if the Convertible Notes have been issued pursuant to a prospectus; or</li> <li>ii) to any persons provided that the transfer complies with section 707(3) of the Corporations Act if the Convertible</li> </ul>

	Notes have not been issued pursuant to a prospectus.
<b>Other</b>	The terms of the Convertible Notes contain customary representations and warranties provided by the Company for a transaction of this nature.

Resolution 2 is an ordinary resolution.

The Chairperson intends to exercise all available proxies in favour of Resolution 2.

#### 4.2 **ASX Listing Rule 10.11**

Listing Rule 10.11 provides that unless one of the exceptions in Listing Rule 10.12 applies, a listed company must not issue or agree to issue equity securities to:

- (a) related party;
- (b) a person who is, or was at any time in the 6 months before the issue of agreement, a substantial (30%+) holder in the company;
- (c) a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (10%+) holder in the company and who has nominated a director to the board of the company pursuant to a relevant agreement which gives them a right or expectation to do so;
- (d) an associate of a person referred to in (a) to (c) above; and
- (e) a person whose relationship with the Company or a person referred to in (a) to (d) above is such that, in the ASX's opinion, the issue or agreement should be approved by Shareholders,

unless it obtains shareholder approval.

J F Houston Holdings is considered a related party of the Company as Mr Houston, a director of the Company, controls J F Houston Holdings. The proposed issue does not fall within any of the exceptions in Listing Rule 10.12, and therefore requires the approval of the Company's Shareholders under Listing Rule 10.11.

Resolution 2 seeks the required Shareholder approval to issue the Convertible Notes to J F Houston Holdings (or its nominee) under and for the purposes of Listing Rule 10.11.

If approval is obtained under Listing Rule 10.11, in accordance with Listing Rule 7.2 (exception 14), separate approval is not required under Listing Rule 7.1.

If Resolution 2 is passed, the Company will be able to proceed with the issue of the Convertible Notes to J F Houston Holdings (or its nominee) and pursuant to Listing Rule 7.2, exception 14, the Company may issue the Convertible Notes without using the Company's 15% placement capacity under Listing Rule 7.1.

If Resolution 2 is not passed, the Company will not be able to proceed with the issue of the Convertible Notes and the Loan Facility Agreement will remain in place.

#### 4.3 **Specific information required by Listing Rule 10.13**

Listing Rule 10.13 requires that the following information be provided to Shareholders:

- (a) The Convertible Notes will be issued to J F Houston Holdings (or its nominee).
- (b) J F Houston Holdings is considered a related party of the Company as Mr Houston, a director of the Company, controls J F Houston Holdings. J F Houston Holdings is

therefore considered to be a related party of the Company pursuant to Listing Rule 10.11.1.

- (c) The maximum number of Convertible Notes to be issued to J F Houston Holdings is 1,000,000 and the maximum number of Shares that will be issued to J F Houston Holdings on conversion of the Convertible Notes is 87,467,157.
- (d) A summary of the material terms of the Convertible Notes is detailed in Section 4.1 of this Notice.
- (e) The Company will issue the Convertible Notes within 1 month after the date of this Meeting. Further to discussions with ASX, in addition, the Company will seek further Shareholder approvals to issue the Shares on conversion of the Convertible Notes if the conversion of Convertible Notes occurs after 1 month after the date of this Meeting.
- (f) The Company will receive A\$1,000,000 from the issue of the Convertible Notes. These funds will be used to repay the amount drawn down under the Loan Facility Agreement (currently A\$500,000) and for working capital.
- (g) The Convertible Notes are issued pursuant to the terms of the Subscription Agreement. A summary of the material terms of the Subscription Agreement is detailed in Section 4.1 of this Notice.
- (h) A voting exclusion statement is included in the Notice for Resolution 2.

#### 4.4 Board recommendation

The Board (excluding Mr John Houston) unanimously recommends that Shareholders vote in favour of Resolution 2.

## 5 Resolution 3 – Approval to issue up to A\$4,000,000 worth of Shares

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### 5.1 Background

Resolution 3 seeks Shareholder approval under Listing Rule 7.1 for the issue of that number of Shares determined by A\$4,000,000 divided by the proposed share issue price (**Proposed Shares**) (**Proposed Share Issue**).

The Proposed Share Issue Price will not be less than 80% of the five (5) Trading Day VWAP of the Shares recorded prior to the announcement of the Proposed Share Issue.

Resolution 3 is an ordinary resolution.

The Chairperson intends to exercise all available proxies in favour of Resolution 3.

### 5.2 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 shares it had on issue at the start of that period.

The issue of the Proposed Shares does not fall within any of the exceptions to Listing Rule 7.1 and, as it has not been approved by Shareholders, effectively uses up part of the Company's 15% limit under Listing Rule 7.1 reducing the Company's placement capacity to

issue further Equity Securities without Shareholder approval under Listing Rule 7.1 for the 12 months following the issue of the Proposed Shares.

Resolution 3 seeks Shareholder approval for the issue of up to that number of Shares determined by A\$4,000,000 divided by the Proposed Share Issue Price under and for the purposes of Listing Rule 7.1.

If Resolution 3 is passed, the issue of the Proposed Shares can proceed without using any of the Company's 15% placement capacity on issuing Equity Securities without Shareholder approval set out in Listing Rule 7.1.

If Resolution 3 is not passed, the Company will not be able to proceed with the issue of the Proposed Shares and would have to rely on the 15% placement capacity to have any Proposed Shares or alternate funding options to raise additional funding for its business operations described in Section 1.1(f).

### 5.3 Specific information required by Listing Rule 7.3

The following information in relation to the Proposed Shares is provided to Shareholders for the purposes of Listing Rule 7.3:

- (a) The Directors intend that the Proposed Shares will be issued to institutional, professional, and sophisticated investors who are not related parties of the Company. The Company has not determined who will be issued any Proposed Shares and this will be determined by the Company and its lead manager (if any) assisting with the Proposed Share Issue.
- (a) The maximum number of Shares to be issued is up to that number of Shares which, when multiplied by the Proposed Share Issue Price, equals A\$4,000,000.
- (b) The table below provides examples of the maximum number of Shares that may be issued if Shareholders approve the Resolution. The table uses various issue prices to calculate the maximum number of Shares that may be issued assuming A\$4,000,000 is raised by the Company:

Issue Price (A\$ per Share)	Number of Proposed Shares
0.008	20,000,000
0.007	22,857,143
0.006	26,666,667
0.005	32,000,000
0.004	40,000,000
0.003	53,333,333
0.002	80,000,000
0.001	160,000,000

- (c) All Proposed Shares will be fully paid ordinary shares which rank equally with all other fully paid ordinary Shares on issue.
- (d) The Proposed Shares will be issued no later than three months following the date of the Meeting. It is intended that the issue of Shares will occur progressively.

- (e) The issue price per Proposed Share will be calculated using the 5 Trading Day VWAP for Shares. For the purposes of the below examples, it has been assumed that the issue price of the Proposed Shares will not be less than 80% of the 5 Trading Day VWAP.

**Example 1:** Using the current share price of A\$0.002 at the time of preparing this Notice as being equivalent to the 5 Trading Day VWAP for illustration purposes, the issue price will not be less than 80% of A\$0.002, accordingly, the total number of Shares that may be issued pursuant to Shareholder approval for this Resolution would be 100,000,000 Shares.

**Example 2:** If the 5 Trading Day VWAP is decreased by 50% which is equal to \$0.0010, the issue price will not be less than 80% of A\$0.0010, which is A\$0.0008. Accordingly, the total number of Shares that may be issued pursuant to Shareholder approval for this Resolution would be 200,000,000 Shares.

**Potential Dilution Effect:**

Total no. of Shares on issue post issue of Shares	Dilution Factor*
344,713,348	29.01%
444,713,348	44.97%
311,380,015	21.41%

\*The dilution factor does not consider the impact of any exercise of convertible securities.

- (f) The proceeds from the Proposed Share Issue will be used for the technical development of the Company's MotifMicro technology business development, marketing costs, research & development of new technologies, and to pay for the transaction's costs related to the Proposed Share Issue and for working capital and corporate purposes.
- (g) A voting exclusion statement is included in the Notice for Resolution 3.

#### 5.4 Board Recommendation

The Board unanimously recommends that Shareholders vote in favour of Resolution 3.

## Schedule 1

### Definitions

In the Notice and this Explanatory Memorandum, words importing the singular include the plural and vice versa.

**A\$** means Australian Dollars.

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

**ASX** means ASX Limited (ACN 008 624 691) and, where the context permits, the Australian Securities Exchange operated by ASX.

**Board** means the board of Directors.

**Business Day** means a day other than a Saturday, Sunday or public holiday on which banks are open for business in Sydney, New South Wales.

**Chairperson** means the person appointed to chair the Meeting, or any part of the Meeting, convened by the Notice.

**Company** or **YPB** means YPB Group Limited (ACN 108 649 421).

**Constitution** means the constitution of the Company.

**Convertible Note** means the debt instrument which may be converted to equity on the terms and conditions of the Subscription Agreement.

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

**Director** means a director of the Company.

**Equity Securities** has the same meaning as in the Listing Rules.

**Explanatory Memorandum** means the explanatory memorandum which forms part of the Notice.

**Facility Options** has the meaning given in Section 3.1.

**J F Houston Holdings** means J F Houston Holdings Pty Ltd (ACN 142 906 616).

**Loan Facility Agreement** has the meaning given in Section 3.1.

**Listing Rule** means the listing rules of the ASX.

**Meeting** has the meaning in the introductory paragraph of the Notice.

**National Australia Bank Fixed Mortgage Rate** means the 5 year National Australia Bank “Portfolio Facility – Interest Only in Arrears” comparison interest rate, or if that rate is not at any time available, means the rate that in the opinion of J F Houston Holdings most closely approximates that rate.

**Notice** means the notice of meeting which comprises of the notice, agenda, Explanatory Memorandum and Proxy Form.

**Option** means an option to acquire a Share.

**Proposed Shares** has the meaning given in Section 5.1.

**Proposed Share Issue** has the meaning given in Resolution 3.

**Proposed Share Issue Price** means the issue price that is at least 80% of the VWAP of Shares calculated over the last five (5) days on which sales in the Shares were recorded before the issue of the relevant Shares.

**Proxy Form** means the proxy form attached to the Notice.

**Resolution** means a resolution contained in the Notice.

**Schedule** means a schedule to this Explanatory Memorandum.

**Section** means a section of this Explanatory Memorandum.

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

**Shareholder** means a shareholder of the Company.

**Subscription Agreement** has the meaning given in Section 4.1.

**Trading Day** means a day determined by ASX to be a trading day in accordance with the Listing Rules.

**VWAP** means volume weighted average price.

## Schedule 2

### Terms and Conditions of Facility Options

(a) **Entitlement**

Each Option entitles the holder of the Option (**Holder**) to subscribe for one (1) Share upon exercise.

**Exercise Price, Expiry Date and Vesting Conditions**

Exercise Price	Expiry Date
0.005 per Option	Three years from the date of issue

(b) **Exercise Price**

Each Option is exercisable at any time prior to the Expiry Date. After this time, any unexercised Options will automatically lapse.

(c) **Notice of Exercise**

The Options may be exercised by notice in writing to the Borrower and payment of the applicable Exercise Price for each Option being exercised. Any Option Exercise Form for an Option received by the Borrower will be deemed to be a notice of the exercise of that Option as at the date of receipt.

(d) **Minimum Exercise Price**

Options must be exercised in multiples of one thousand (1,000) unless fewer than one thousand (1,000) Options are held by a Holder.

(e) **Shares issued on exercise**

Shares issued on exercise of the Options rank equally with the then Shares of the Borrower and are free of all encumbrances, liens and third party interests. Upon issue of the Shares, the Holder agrees to become a member of the Borrower and to be bound by the Constitution.

(f) **Quotation of Shares**

If admitted to the official list of ASX at the time, the Borrower will apply to ASX for official quotation of the Shares issued upon the exercise of the Options.

(g) **Timing of Issue of Shares and Quotation of Shares on Exercise**

Within five (5) Business Days after receipt of an Option Exercise Form given in accordance with these terms and conditions and payment of the applicable Exercise Price for each Option being exercised, the Borrower will:

- (i) allot and issue the number of Shares required under these terms and conditions in respect of the number of Options specified in the Option Exercise Form and for which cleared funds have been received by the Borrower; and
- (ii) 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 Options.

(h) **Participation in new issues**

A Holder who holds Options is not entitled to:



- (iii) notice of, or to vote or attend at, a meeting of the shareholders;
- (iv) receive any dividends declared by the Borrower; or
- (v) participate in any new issues of securities offered to shareholders during the term of the Options,

unless and until the Options are exercised and the Holder holds Shares.

(i) **Adjustment for bonus issue of shares**

If the Borrower 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):

- (vi) the number of Shares which must be issued on the exercise of an Option will be increased by the number of Shares which the Holder would have received if the Holder of an Option had exercised the Option before the record date for the bonus issue; and
- (vii) no change will be made to the Exercise Price.

(j) **Adjustment for rights issue**

If the Borrower makes an issue of Shares pro rata to existing shareholders (other than a bonus issue or an issue in lieu of or in satisfaction of dividends or by way of dividend reinvestment), and that pro rata offer is announced by the Borrower after the date of issue of the Options, the Exercise Price of the Options will be reduced in accordance with the Listing Rules according to the formula in Listing Rule 6.22.2 as follows:

$$O' = O - \frac{E[P - (S + D)]}{N + 1}$$

Where:

O' = the new exercise price of the Option;

O = the old exercise price of the Option;

E = the number of Shares into which one Option is exercisable;

P = the volume weighted average market price per Share of the Shares, calculated over the five trading days ending on the day before the ex-right date or the ex-entitlements date for the relevant pro rata offer;

S = the subscription price for Shares issued under the pro rata issue;

D = any dividends due but not yet paid on the existing Shares (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.

(k) **Adjustment for reorganisation**

If there is any reconstruction of the issued share capital of the Borrower, the rights of the Holder will be varied to comply with the Listing Rules that apply to the reconstruction at the time of the reconstruction.

(l) **Quotation of Options**

The Options will not be quoted on ASX.

(m) **Options transferable**

The Options are:

- (viii) if issued pursuant to a prospectus, transferrable; or
- (ix) if not issued pursuant to a prospectus, transferrable provided that the transfer complies with section 707(3) of the Corporations Act.

(n) **Lodgement Requirements**

Cheques shall be in Australian currency made payable to the Borrower and crossed 'Not Negotiable' for the application for Shares on the exercise of the Options.



#### All Correspondence to:

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

📠 **By Fax:** +61 2 9290 9655

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

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

## YOUR VOTE IS IMPORTANT

For your vote to be effective it must be recorded **before 1.00pm on Wednesday 21 December, 2022.**

### 🖥 TO VOTE ONLINE

**STEP 1: VISIT** <https://www.votingonline.com.au/ypbgm2022>

**STEP 2: Enter your Postcode OR Country of Residence (if outside Australia)**

**STEP 3: Enter your Voting Access Code (VAC):**

### 📱 BY SMARTPHONE



Scan QR Code using smartphone  
QR Reader App

### TO VOTE BY COMPLETING THE PROXY FORM

#### STEP 1 APPOINTMENT OF PROXY

Indicate who you want to appoint as your Proxy.

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

##### Appointment of a Second Proxy

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

To appoint a second proxy you must:

- (a) complete two Proxy Forms. On each Proxy Form state the percentage of your voting rights or the number of securities applicable to that form. If the appointments do not specify the percentage or number of votes that each proxy may exercise, each proxy may exercise half your votes. Fractions of votes will be disregarded.
- (b) return both forms together in the same envelope.

#### STEP 2 VOTING DIRECTIONS TO YOUR PROXY

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

##### Proxy which is a Body Corporate

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

#### STEP 3 SIGN THE FORM

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

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

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

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

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

#### STEP 4 LODGEMENT

Proxy forms (and any Power of Attorney under which it is signed) must be received no later than 48 hours before the commencement of the meeting, therefore by **xxtime am/pm on Friday, 2 December 2022**. Any Proxy Form received after that time will not be valid for the scheduled meeting.

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

🖥 **Online** <https://www.votingonline.com.au/ypbgm2022>  
+ 61 2 9290 9655

📠 **By Fax** Boardroom Pty Limited  
GPO Box 3993,  
Sydney NSW 2001 Australia

✉ **By Mail**

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

# YPB Group Limited

ACN 108 649 421

☐

## Your Address

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

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

## PROXY FORM

### STEP 1 APPOINT A PROXY

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

☐

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

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

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chair of the Meeting as my/our proxy at the Annual General Meeting of the Company to be held virtually **on Friday, 23 December 2022 at 1.00pm** and at any adjournment of that meeting, to act on my/our behalf and to vote in accordance with the following directions or if no directions have been given, as the proxy sees fit.

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

### STEP 2 VOTING DIRECTIONS

\* If you mark the Abstain box for a particular item, you are directing your proxy not to vote on your behalf on a show of hands or on a poll and your vote will not be counted in calculating the required majority if a poll is called.

		For	Against	Abstain*
Resolution 1	Approval to issue Facility Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 2	Approval to issue Convertible Notes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 3	Approval to issue up to A\$4,000,000 worth of Shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### STEP 3 SIGNATURE OF SECURITYHOLDERS

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

Individual or Securityholder 1

Sole Director and Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director / Company Secretary

Contact Name.....

Contact Daytime Telephone.....

Date / / 2022



# ONLINE SHAREHOLDERS' MEETING GUIDE 2022

## Attending the GM virtually

If you choose to participate online, you will be able to view a live webcast of the meeting, ask questions and submit your votes in real time.

### To access the meeting:

Visit [web.lumiagm.com/310307237](http://web.lumiagm.com/310307237) on your computer, tablet or smartphone. You will need the latest version of Chrome, Safari, Edge or Firefox. Please ensure your browser is compatible.

## Meeting ID: 310-307-237

To login you must have your **Voting Access Code (VAC)** and **Postcode or Country Code**

The website will be open and available for log in from 12:00pm (Sydney time), Friday, 23rd December 2022

## Using the Lumi AGM platform:

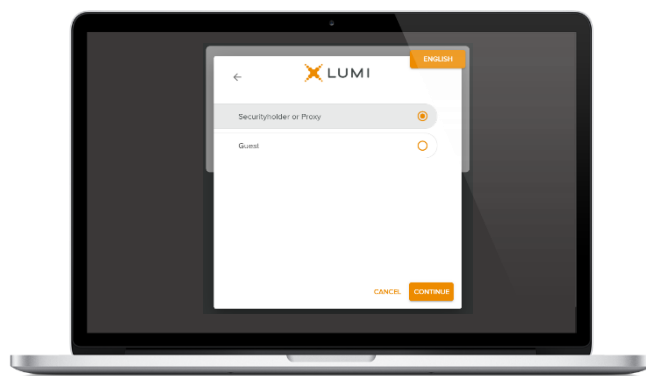
### ACCESS

The 1<sup>st</sup> page of the platform will ask in what capacity you are joining the meeting.

Shareholders or appointed proxies should select

**"Shareholder or Proxyholder"**

Guests should select **"Guest"**



### CREDENTIALS

#### Shareholders/Proxys

Your username is your **Voting Access Code** and your password is your **Postcode or Country Code**, or, for Non-Australian residents, your **3-letter country code**.

Proxy holders should obtain their log in credentials from the registrar by calling 1300 737 760

The form displays the LUMI logo at the top. Below it are two input fields: "Voting Access Code (VAC)" and "Postcode or Country Code". A large orange "LOGIN" button is positioned below these fields. At the bottom, there is a link that says "Having trouble logging in...?" followed by a downward arrow icon.

#### Guests

Please enter your name and email address to be admitted into the meeting.

*Please note, guests will not be able to ask questions or vote at the meeting.*

The form displays the LUMI logo at the top. Below it are three input fields: "First Name", "Last Name", and "Email". At the bottom right, there are two buttons: "CANCEL" and "CONTINUE".

## NAVIGATION

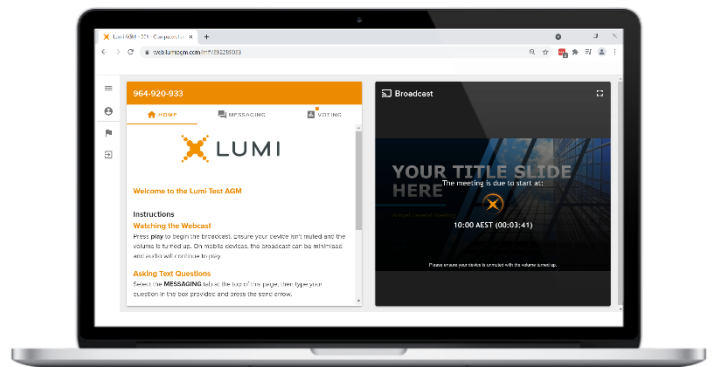
Once successfully authenticated, the home page will appear. You can view meeting instructions, ask questions and watch the webcast.

If viewing on a computer the webcast will appear at the side automatically once the meeting has started.

On a mobile device, select the broadcast icon at the bottom of the screen to watch the webcast.



During the meeting, mobile users can minimise the webcast at any time by selecting the arrow by the broadcast icon. You will still be able to hear the meeting. Selecting the broadcast icon again will reopen the webcast.



Desktop / Laptop users can watch the webcast full screen, by selecting the full screen icon.



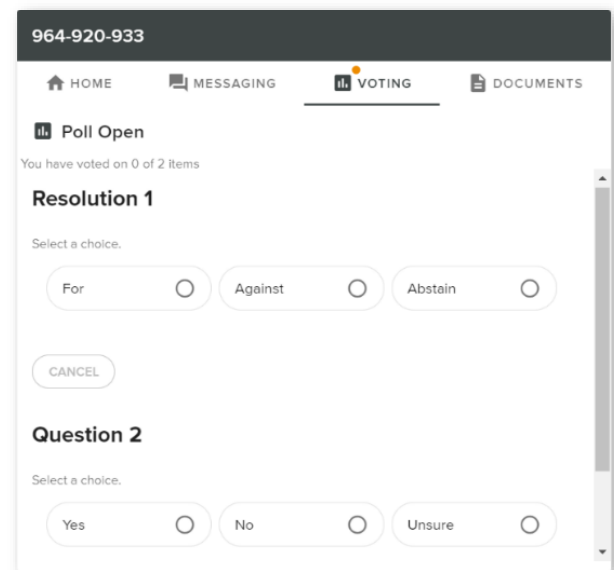
To reduce the webcast to its original size, select the X at the top of the broadcast window.

## VOTING

The Chair will open voting on all resolutions at the start of the meeting. Once voting has opened, the voting tab will appear on the navigation bar.



Selecting this tab will open a list of all resolutions and their voting options.

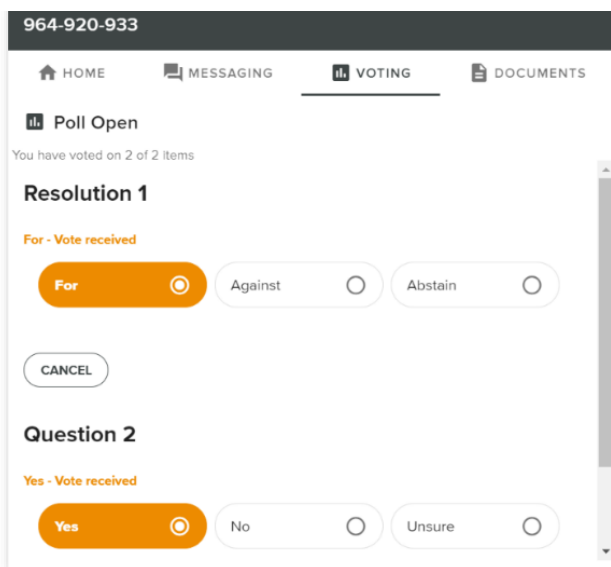


To vote, simply select your voting direction from the options displayed on screen. Your selection will change colour and a confirmation message will appear.

To change your vote, simply select another option. If you wish to cancel your vote, please press cancel.

There is no need to press a submit or send button. Your vote is automatically counted.

Voting can be performed at any time during the meeting until the Chair closes the poll.



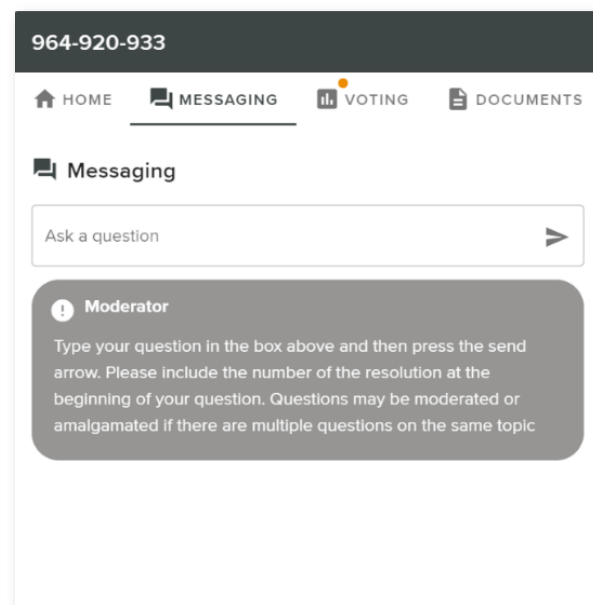
## QUESTIONS

Any shareholder or appointed proxy is eligible to ask questions.

If you would like to ask a question. Select the messaging tab.



Messages can be submitted at any time from the start of the meeting, up until the Chair closes the Q&A session.

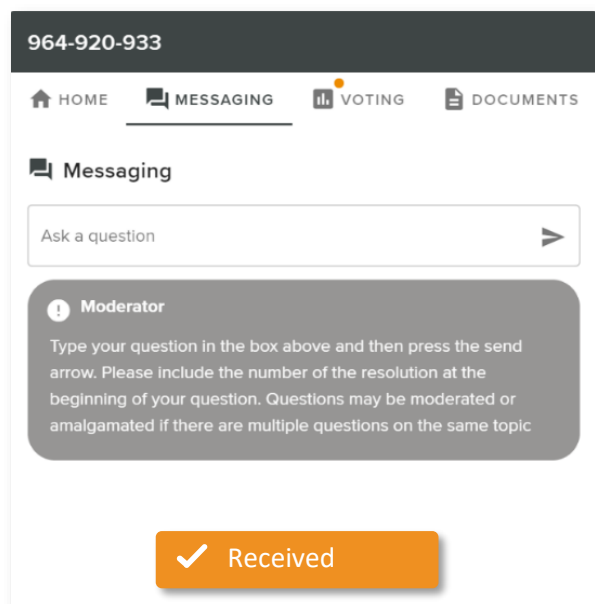


Select the “Ask a Question” box and type in your message.

Once you are happy with your message, select the send icon.



Questions sent via the Lumi platform may be moderated before being sent to the Chair. This is to avoid repetition and remove any inappropriate language.



### Asking Audio Questions

If you are a shareholder or proxy you can ask a verbal question. Dial by your location below:

+61 7 3185 3730 Australia  
+61 8 6119 3900 Australia  
+61 8 7150 1149 Australia  
+61 2 8015 6011 Australia  
+61 3 7018 2005 Australia

Find your local number: <https://boardroom-media.zoom.us/j/acqWmpYciu>

Once dialled in you will be asked to enter a meeting ID. Please ensure your webcast is muted before joining the call.

You will be asked for a participant pin however simply press # to join the meeting. You will be muted upon entry. To ask a question press \*9 to signal the moderator. Once your question has been answered your line will be muted. Feel free to either hang up or stay on the line. For additional questions press \*9 to signal the operator.

**Meeting ID: 310-307-237**

To login you must have your **Voting Access Code (VAC)** and **Postcode or Country Code**

The website will be open and available for log in from 12:00pm (Sydney time), Friday, 23rd December 2022

## Country Codes

For overseas shareholders, select your country code from the list below and enter it into the password field.

<b>ABW</b>	Aruba
<b>AFG</b>	Afghanistan
<b>AGO</b>	Angola
<b>AIA</b>	Anguilla
<b>ALA</b>	Aland Islands
<b>ALB</b>	Albania
<b>AND</b>	Andorra
<b>ANT</b>	Netherlands Antilles
<b>ARE</b>	United Arab Emirates
<b>ARG</b>	Argentina
<b>ARM</b>	Armenia
<b>ASM</b>	American Samoa
<b>ATA</b>	Antarctica
<b>ATF</b>	French Southern
<b>ATG</b>	Antigua & Barbuda
<b>AUS</b>	Australia
<b>AUT</b>	Austria
<b>AZE</b>	Azerbaijan
<b>BDI</b>	Burundi
<b>BEL</b>	Belgium
<b>BEN</b>	Benin
<b>BFA</b>	Burkina Faso
<b>BGD</b>	Bangladesh
<b>BGR</b>	Bulgaria
<b>BHR</b>	Bahrain
<b>BHS</b>	Bahamas
<b>BIH</b>	Bosnia & Herzegovina
<b>BLM</b>	St Barthelemy
<b>BLR</b>	Belarus
<b>BLZ</b>	Belize
<b>BMU</b>	Bermuda
<b>BOL</b>	Bolivia
<b>BRA</b>	Brazil
<b>BRB</b>	Barbados
<b>BRN</b>	Brunei Darussalam
<b>BTN</b>	Bhutan
<b>BUR</b>	Burma
<b>BVT</b>	Bouvet Island
<b>BWA</b>	Botswana
<b>CAF</b>	Central African Republic
<b>CAN</b>	Canada
<b>CCK</b>	Cocos (Keeling) Islands
<b>CHE</b>	Switzerland
<b>CHL</b>	Chile
<b>CHN</b>	China
<b>CIV</b>	Cote D'ivoire
<b>CMR</b>	Cameroon
<b>COD</b>	Democratic Republic of Congo
<b>COK</b>	Cook Islands
<b>COL</b>	Colombia
<b>COM</b>	Comoros
<b>CPV</b>	Cape Verde
<b>CRI</b>	Costa Rica
<b>CUB</b>	Cuba
<b>CYM</b>	Cayman Islands
<b>CYP</b>	Cyprus
<b>CXR</b>	Christmas Island
<b>CZE</b>	Czech Republic
<b>DEU</b>	Germany
<b>DJI</b>	Djibouti
<b>DMA</b>	Dominica
<b>DNK</b>	Denmark
<b>DOM</b>	Dominican Republic

<b>DZA</b>	Algeria
<b>ECU</b>	Ecuador
<b>EGY</b>	Egypt
<b>ERI</b>	Eritrea
<b>ESH</b>	Western Sahara
<b>ESP</b>	Spain
<b>EST</b>	Estonia
<b>ETH</b>	Ethiopia
<b>FIN</b>	Finland
<b>FJI</b>	Fiji
<b>FLK</b>	Falkland Islands (Malvinas)
<b>FRA</b>	France
<b>FRO</b>	Faroe Islands
<b>FSM</b>	Micronesia
<b>GAB</b>	Gabon
<b>GBR</b>	United Kingdom
<b>GEO</b>	Georgia
<b>GGY</b>	Guernsey
<b>GHA</b>	Ghana
<b>GIB</b>	Gibraltar
<b>GIN</b>	Guinea
<b>GLP</b>	Guadeloupe
<b>GMB</b>	Gambia
<b>GNB</b>	Guinea-Bissau
<b>GNQ</b>	Equatorial Guinea
<b>GRC</b>	Greece
<b>GRD</b>	Grenada
<b>GRL</b>	Greenland
<b>GTM</b>	Guatemala
<b>GUF</b>	French Guiana
<b>GUM</b>	Guam
<b>GUY</b>	Guyana
<b>HKG</b>	Hong Kong
<b>HMD</b>	Heard & Mcdonald Islands
<b>HND</b>	Honduras
<b>HRV</b>	Croatia
<b>HTI</b>	Haiti
<b>HUN</b>	Hungary
<b>IDN</b>	Indonesia
<b>IMN</b>	Isle Of Man
<b>IND</b>	India
<b>IOT</b>	British Indian Ocean Territory
<b>IRL</b>	Ireland
<b>IRN</b>	Iran Islamic Republic of
<b>IRQ</b>	Iraq
<b>ISM</b>	Isle of Man
<b>ISL</b>	Iceland
<b>ISR</b>	Israel
<b>ITA</b>	Italy
<b>JAM</b>	Jamaica
<b>JEY</b>	Jersey
<b>JOR</b>	Jordan
<b>JPN</b>	Japan
<b>KAZ</b>	Kazakhstan
<b>KEN</b>	Kenya
<b>KGZ</b>	Kyrgyzstan
<b>KHM</b>	Cambodia
<b>KIR</b>	Kiribati
<b>KNA</b>	St Kitts And Nevis
<b>KOR</b>	Korea Republic of
<b>KWT</b>	Kuwait
<b>LAO</b>	Laos
<b>LBN</b>	Lebanon

<b>LBR</b>	Liberia
<b>LBY</b>	Libyan Arab Jamahiriya
<b>LCA</b>	St Lucia
<b>LIE</b>	Liechtenstein
<b>LKA</b>	Sri Lanka
<b>LSO</b>	Lesotho
<b>LTU</b>	Lithuania
<b>LUX</b>	Luxembourg
<b>LVA</b>	Latvia
<b>MAC</b>	Macao
<b>MAF</b>	St Martin
<b>MAR</b>	Morocco
<b>MCO</b>	Monaco
<b>MDA</b>	Republic Of Moldova
<b>MDG</b>	Madagascar
<b>MDV</b>	Maldives
<b>MEX</b>	Mexico
<b>MHL</b>	Marshall Islands
<b>MKD</b>	Macedonia Former Yugoslav Rep
<b>MLI</b>	Mali
<b>MLT</b>	Mauritania
<b>MMR</b>	Myanmar
<b>MNE</b>	Montenegro
<b>MNG</b>	Mongolia
<b>MNP</b>	Northern Mariana Islands
<b>MOZ</b>	Mozambique
<b>MRT</b>	Mauritania
<b>MSR</b>	Montserrat
<b>MTQ</b>	Martinique
<b>MUS</b>	Mauritius
<b>MWI</b>	Malawi
<b>MYS</b>	Malaysia
<b>MYT</b>	Mayotte
<b>NAM</b>	Namibia
<b>NCL</b>	New Caledonia
<b>NER</b>	Niger
<b>NFK</b>	Norfolk Island
<b>NGA</b>	Nigeria
<b>NIC</b>	Nicaragua
<b>NIU</b>	Niue
<b>NLD</b>	Netherlands
<b>NOR</b>	Norway Montenegro
<b>NPL</b>	Nepal
<b>NRU</b>	Nauru
<b>NZL</b>	New Zealand
<b>OMN</b>	Oman
<b>PAK</b>	Pakistan
<b>PAN</b>	Panama
<b>PCN</b>	Pitcairn Islands
<b>PER</b>	Peru
<b>PHL</b>	Philippines
<b>PLW</b>	Palau
<b>PNG</b>	Papua New Guinea
<b>POL</b>	Poland
<b>PRI</b>	Puerto Rico
<b>PRK</b>	Korea Dem Peoples Republic of
<b>PRT</b>	Portugal
<b>PRY</b>	Paraguay
<b>PSE</b>	Palestinian Territory Occupied
<b>PYF</b>	French Polynesia
<b>QAT</b>	Qatar
<b>REU</b>	Reunion

<b>ROU</b>	Romania
<b>RUS</b>	Russian Federation
<b>RWA</b>	Rwanda
<b>SAU</b>	Saudi Arabia Kingdom Of
<b>SDN</b>	Sudan
<b>SEN</b>	Senegal
<b>SGP</b>	Singapore
<b>SGS</b>	Sth Georgia & Sth Sandwich Isl
<b>SHN</b>	St Helena
<b>SJM</b>	Svalbard & Jan Mayen
<b>SLB</b>	Solomon Islands
<b>SCG</b>	Serbia & Outlying
<b>SLE</b>	Sierra Leone
<b>SLV</b>	El Salvador
<b>SMR</b>	San Marino
<b>SOM</b>	Somalia
<b>SPM</b>	St Pierre And Miquelon
<b>SRB</b>	Serbia
<b>STP</b>	Sao Tome And Principe
<b>SUR</b>	Suriname
<b>SVK</b>	Slovakia
<b>SVN</b>	Slovenia
<b>SWE</b>	Sweden
<b>SWZ</b>	Swaziland
<b>SYC</b>	Seychelles
<b>SYR</b>	Syrian Arab Republic
<b>TCA</b>	Turks & Caicos Islands
<b>TCO</b>	Chad
<b>TGO</b>	Togo
<b>THA</b>	Thailand
<b>TJK</b>	Tajikistan
<b>TKL</b>	Tokelau
<b>TKM</b>	Turkmenistan
<b>TLS</b>	Timor-Leste
<b>TMP</b>	East Timor
<b>TON</b>	Tonga
<b>TTO</b>	Trinidad & Tobago
<b>TUN</b>	Tunisia
<b>TUR</b>	Turkey
<b>TUV</b>	Tuvalu
<b>TWN</b>	Taiwan
<b>TZA</b>	Tanzania United Republic of
<b>UGA</b>	Uganda
<b>UKR</b>	Ukraine
<b>UMI</b>	United States Minor
<b>URY</b>	Uruguay
<b>USA</b>	United States of America
<b>UZB</b>	Uzbekistan
<b>VNM</b>	Vietnam
<b>VUT</b>	Vanuatu
<b>WLF</b>	Wallis & Futuna
<b>WSM</b>	Samoa
<b>YEM</b>	Yemen
<b>YMD</b>	Yemen Democratic
<b>YUG</b>	Yugoslavia Socialist Fed Rep
<b>ZAF</b>	South Africa
<b>ZAR</b>	Zaire
<b>ZMB</b>	Zambia
<b>ZWE</b>	Zimbabwe