

**SPRINTEX LIMITED**  
**ACN 106 337 599**

**THIRD SUPPLEMENTARY PROSPECTUS**

**IMPORTANT INFORMATION**

This is a supplementary prospectus (**Third Supplementary Prospectus**) intended to be read with the prospectus dated 19 October 2020 (**Prospectus**), the supplementary prospectus dated 30 October 2020 (**First Supplementary Prospectus**) and the second the supplementary prospectus dated 19 January 2021 (**Second Supplementary Prospectus**) issued by Sprintex Limited (ACN 106 337 599) (**Company**).

This Third Supplementary Prospectus is dated 24 March 2021 and was lodged with the Australian Securities and Investments Commission (**ASIC**) on that date. The ASIC, the ASX and their respective officers take no responsibility for the contents of this Second Supplementary Prospectus.

This Third Supplementary Prospectus must be read together with the Prospectus, the First Supplementary Prospectus and the Second Supplementary Prospectus. Other than as set out below, all details in relation to the Prospectus, First Supplementary Prospectus and the Second Supplementary Prospectus remain unchanged. Terms and abbreviations defined in the Prospectus, the First Supplementary Prospectus and the Second Supplementary Prospectus have the same meaning in this Third Supplementary Prospectus. If there is a conflict between the Prospectus, the First Supplementary Prospectus, the Second Supplementary Prospectus and this Third Supplementary Prospectus, this Third Supplementary Prospectus will prevail.

This Third Supplementary Prospectus will be issued with the Prospectus, the First Supplementary Prospectus and the Second Supplementary Prospectus as an electronic prospectus, copies of which may be downloaded free of charge from the Company's website at [www.sprintex.com.au](http://www.sprintex.com.au).

The Directors believe that the changes in this Third Supplementary Prospectus are not materially adverse from the point of view of an investor. Accordingly, no action needs to be taken if you have already subscribed for new Shares under the Prospectus.

This is an important document and should be read in its entirety. If you do not understand the information presented in this Third Supplementary Prospectus, you should consult your professional advisers without delay.

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**1. BACKGROUND TO THIRD SUPPLEMENTARY PROSPECTUS**

**1.1 General**

By this Third Supplementary Prospectus, the Company makes the amendments to the Prospectus, the First Supplementary Prospectus and the Second Supplementary Prospectus as set out in section 2 below.

The amendments to the Prospectus, the First Supplementary Prospectus and the Second Supplementary Prospectus outlined in section 2 below should be read in conjunction with the Prospectus, the First Supplementary Prospectus and the Second Supplementary Prospectus.

The amendments relate to:

- (a) the appointment of Mr Henry Thong as Company Secretary on 5 March 2021 following the resignation of Mr Robert Molkenthin as Company Secretary and Chief Financial Officer;
- (b) the Company's entry into an additional operational agreement in respect of the manufacture, distribution and marketing of the Company's supercharger systems;
- (c) the extension to the:
  - (i) Closing Date of the Offers;
  - (ii) date by which the conditions precedent to the Acquisition Agreement must be satisfied; and
  - (iii) date by which the Options issued to Mr Wayne Knight (proposed Chairman) will automatically lapse,

which have been made consistent with the extension to the Reinstatement Deadline granted by the ASX.

In order to ensure that this information is properly incorporated into the Prospectus, it must be lodged with the ASIC and released to ASX. This Third Supplementary Prospectus has been drafted to comply with the relevant provisions of the Corporations Act.

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## **2. AMENDMENTS TO THE PROSPECTUS**

### **2.1 Corporate Directory**

The reference to Mr Robert Molkenthin as Company Secretary and Chief Financial Officer is deleted and replaced with Mr Henry Thong as Company Secretary.

### **2.2 Indicative Timetable**

The indicative timetable contained in Section 2 of the Prospectus is deleted and replaced with the following:

#### **INDICATIVE TIMETABLE**

Lodgement of Prospectus with the ASIC	19 October 2020
Opening Date of Offers	19 October 2020
Lodgement of the First Supplementary Prospectus	30 October 2020
Lodgement of the Second Supplementary Prospectus	19 January 2021
Lodgement of the Third Supplementary Prospectus	24 March 2021
Closing Date of the Public Offer and Options Offer	25 March 2021
Issue of Shares under the Public Offer	26 March 2021

Issue of Shares under the Recapitalisation (excluding the Public Offer) and Options under the Options Offer	26 March 2021
Closing Date of the Cleansing Offer	26 March 2021
Satisfaction of Reinstatement Conditions	29 March 2021
Expected date for readmission to Official List	31 March 2021

1. *The above dates are indicative only and may change without notice. Unless otherwise indicated, all time given are WST. The Company reserves the right to extend the Closing Date or close the Offers early without prior notice. The Company also reserves the right not to proceed with the Offers at any time before the issue of Securities to applicants.*
2. *If the Public Offer is cancelled or withdrawn before completion of the Public Offer, then all application monies will be refunded in full (without interest) as soon as possible in accordance with the requirements of the Corporations Act. Investors are encouraged to submit their applications as soon as possible after the Public Offer open.*

## 2.3 Key Management

Section 8.3 "Key Management" is deleted and replaced with the following:

### "8.3 Key Management

#### **Mr Henry Thong**

*Mr Thong FCPA MBA GAICD is a financial management and governance professional with over 20 years' experience. Mr Thong has successfully run his own consulting practice, Keystone Advisors, for several years and provided his clientele with executive support in the areas of financial management, governance and strategy across a variety of industries. Mr Thong has held Chief Financial Officer and Company Secretarial roles with ASX listed companies previously. Mr Thong is currently a Director and Company Secretary for Vietnam Industrial Investments Limited.."*

## 2.4 Acquisition Agreement

The reference to "31 October 2020" in Section 9.2.1 of the Prospectus ("Conditions Precedent") is deleted and replaced with "31 March 2021".

The final paragraph of Section 9.2.1 of the Prospectus is deleted in its entirety.

## 2.5 Operational Agreement

A new Section 9.3.3 is inserted into the Prospectus as follows:

### **"9.3.3 Manufacturing and Supply Agreement – North American Assembly LLC**

*Sprintex Limited (the Company) has entered into agreement with North American Assembly (NAA) (a manufacturer and supplier of Original Equipment Manufacturer (OEM) supercharger systems to General Motors Company and approved supplier to Ford, Fiat Chrysler Automobiles and Mopar) to exchange confidential and commercially sensitive information for the purpose of facilitating a potential collaboration between the two parties.*

The Company and NAA each acknowledge that they have an intention to collaborate on the development, manufacture and OEM supply of the Company's superchargers (**Sprintex Superchargers**) and supercharger products (**Products**) for Chrysler-Jeep vehicles (and such other vehicles to be agreed between the parties). The confidential and commercially sensitive information necessary to enable discussions of such collaboration shall be disclosed on the following terms and conditions:

<b>Territory</b>	The agreement relates only to Chrysler-Jeep supercharger systems for OEM applications in the North American market.
<b>Term</b>	The manufacturing and supply agreement is for an initial term of 3 years commencing on the date at which the Company is readmitted to trading on the Official List ( <b>Commencement Date</b> ) renewable by mutual agreement of the parties.
<b>Operative Provisions</b>	<p>(a) The Company and NAA will, at their own cost, use their commercially reasonable endeavours in the collaboration and joint efforts (<b>Collaboration</b>) on the development, manufacture and OEM supply of Sprintex superchargers and products for Chrysler-Jeep vehicles (and such other vehicles to be agreed between the parties).</p> <p>(b) The Company and NAA will provide each other with computer aided design data (as deemed appropriate) to achieve the desired results which shall only be used for the sole purpose of the Collaboration and shall not be disclosed to any third party without consent of the supplying party.</p> <p>(a) The Company and NAA will, upon written request, provide to each other samples of their respective relevant products for the purpose of development and/or testing from time to time.</p> <p>(b) The Company and NAA will share information on suppliers and contractors relevant to the Collaboration.</p> <p>(c) The Company and NAA will grant each party a non-exclusive and free licence for the duration of the Term to use, adapt and develop the other party's designs and related intellectual property for the Collaboration.</p> <p>(d) The Company and NAA agree that any pre-existing intellectual property existing at the date of the agreement and developed by either party outside of the Collaboration during the Term shall remain the sole property</p>

of the owner or developer of the intellectual property.

(e) The intellectual property developed by the parties under the Collaboration shall be jointly owned by the parties. Each party shall have the right to sell those systems so developed under their respective brands, providing mutual exclusivity to the other in the following territories:

(i) In relation to the North American market:

(A) NAA shall have the exclusive right to distribute the Systems for OEM applications in the North American market;

(B) The Company agrees to offer any Chrysler-Jeep systems manufactured by the Company or its subsidiaries for the North American OEM market exclusively through NAA;

(C) The Company agrees not to knowingly provide the Systems or parts thereof to any competitor of NAA for use in any Chrysler-Jeep system in the North American OEM market without prior consent; and

(D) For the avoidance of doubt, Mexico shall be included in the North American market; and

This exclusivity extended to NAA shall be subject to continued development and minimum sales of Chrysler-Jeep Supercharger Systems per annum by the parties. If NAA fails to build and sell the minimum number of units specified under the NAA agreement, the Company reserves the right to engage others in the pursuit of the Chrysler-Jeep OEM market in North America without prior notice to NAA.

(ii) in relation to the markets outside the OEM market in North America:

	(A)	The Company shall have the exclusive right to distribute the Systems in any markets outside the OEM market in North America;
	(B)	NAA agrees to offer any Chrysler-Jeep systems manufactured by NAA or its subsidiaries for any markets outside North America exclusively through the Company; and
	(C)	NAA agrees not to provide its Chrysler-Jeep supercharger systems or parts thereof to any competitor of the Company in any markets outside North America.
	(f)	Upon completion of the Collaboration, the parties will cooperate in the sourcing of system parts.
	(g)	NAA and its subsidiaries will not enter into any similar agreement for a supercharger system for Chrysler-Jeep vehicles at any time for the duration of the Term without consent of the Company.
	(h)	Nothing in the agreement shall be assignable by either party without prior consent of the other party.
	(i)	Each party agrees to supply the other with all and any product of the Collaboration.

The agreement contains such other terms and conditions considered standard for an agreement of its nature (including representations and warranties)."

## 2.6 Agreements with Directors and Management

Section 9.4.2 is deleted and replaced with the following:

### "9.4.2 Mr Henry Thong – Company Secretary

The Company has entered into a services agreement with Keystone Advisors Pty Ltd to provide chief financial officer and company secretarial services (**Services Agreement**), the material terms and conditions of which are summarised below:

<b>Fees</b>	Pro-rated \$200,000 per annum (including any applicable statutory superannuation) (exclusive of GST) payable every 7 days.
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<b>Term of Appointment</b>	<i>Fixed term of 4 months from the commencement date.</i>
<b>Termination</b>	<i>By either party giving one month's written notice to the other unless the Company elects terminate the engagement immediately and pay the Non-Executive Director the equivalent of the fee that would otherwise have been payable.</i>

*The Services Agreement otherwise contain provisions considered standard for agreements of this nature."*

## **2.7 Options issued under the Options Offer**

The reference to "31 December 2020" in Section 10.3(m) of the Prospectus is deleted and replaced with "31 March 2021".

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## **3. DIRECTORS' AUTHORISATION**

This Third Supplementary Prospectus is issued by the Company and its issue has been authorised by a resolution of the Directors.

In accordance with section 720 of the Corporations Act, each Director has consented to the lodgement of this Third Supplementary Prospectus with the ASIC.




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**Richard Siemens**  
**Non-Executive Chairman**  
**For and on behalf of**  
**Sprintex Limited**