

ADALTA LIMITED
ACN 120 332 925

NOTICE OF ANNUAL GENERAL MEETING

EXPLANATORY MEMORANDUM

AND

PROXY FORM

Date of Meeting
Tuesday 14 November 2017

Time of Meeting
10am (AEDT)

Place of Meeting
Collins Street Business Centre, Level 14/330 Collins St, Melbourne, Melbourne VIC 3000

ADALTA LIMITED
ACN 120 332 925

NOTICE OF ANNUAL GENERAL MEETING

Notice is hereby given that an annual general meeting of Shareholders of AdAlta Limited (Company) will be held at 10am (AEDT) on Tuesday, 14 November 2017 at Collins Street Business Centre 14/330 Collins St, Melbourne, Melbourne VIC 3000 (Meeting).

The Explanatory Memorandum to this Notice 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 12 November 2017 at 7pm (AEDT).

Terms and abbreviations used in this Notice and Explanatory Memorandum are defined in Schedule 1.

AGENDA

1. Annual Report

To table and consider the Annual Report of the Company and its controlled entities for the year ended 30 June 2017, which includes the Financial Report, the Directors' Report and the Auditor's Report.

2. Resolution 1 - Adoption of Remuneration Report

To consider and, if thought fit, to pass, with or without amendment, the following resolution as a non-binding resolution:

> *"That, for the purpose of Section 250R(2) of the Corporations Act and for all other purposes, approval is given for the adoption of the Remuneration Report as contained in the Company's annual financial report for the financial year ended 30 June 2017."*

Note: the vote on this Resolution is advisory only and does not bind the Directors or the Company.

Voting Exclusion

In accordance with section 250R of the Corporations Act, the Company will disregard a vote on this Resolution cast by, or on behalf of, a member of the Key Management Personnel whose remuneration details are included in the Remuneration Report, or a Closely Related Party of such member. However, the Company need not disregard a vote cast by such person if:

(a) the person is acting as proxy and the proxy form specifies how the proxy is to vote, and the vote is not cast on behalf of a person who is otherwise excluded from voting on this Resolution as described above; or

(b) the person is the Chair voting an undirected proxy which expressly authorises the Chair to vote the proxy on a resolution connected with the remuneration of a member of the Key Management Personnel.

3. Resolution 2 – Re-election of Director – Dr Robert Peach

To consider, and if thought fit, to pass the following resolution as an ordinary resolution:

"That, Dr Robert Peach who was appointed by the Board as a Director on 14 November 2016, in accordance with Listing Rule 14.4 and clause 16.6 of the Constitution being eligible is re-elected as a Director of the Company."

4. Resolution 3 - Re-election of Director – Dr Paul MacLeman

To consider, and if thought fit, to pass the following resolution as an ordinary resolution:

"That, for the purpose of Listing Rule 14.4 and clause 16.4 of the Constitution and for all other purposes, Dr Paul MacLeman, a Director, retires and being eligible, is re-elected as a Director."

5. Resolution 4 - Re-election of Director – Dr John Chiplin

To consider, and if thought fit, to pass the following resolution as an ordinary resolution:

"That, for the purpose of Listing Rule 14.4 and clause 16.4 of the Constitution and for all other purposes, Dr John Chiplin, a Director, retires and being eligible, is re-elected as a Director."

6. Resolution 5 – Issuance of 1,750,000 Options to Samantha Cobb

To consider, and if thought fit, to pass the following resolution as an ordinary resolution:

"That, for the purposes of sections 195(4) of the Corporations Act, Listing Rule 10.14 and for all other purposes, approval is given for the Company to allot and issue 1,750,000 Options to Samantha Cobb (or nominee) on the terms and conditions set out in the Explanatory Memorandum."

Voting Exclusion:

The Company will disregard any votes cast on this Resolution by a Director (except one who is ineligible to participate in the Employee Share Option Plan) or an associate of such a Director.

However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person Chair as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

7. Resolution 6 – Issuance of 200,000 Options to Dr Robert Peach

To consider, and if thought fit, to pass the following resolution as an ordinary resolution:

"That, for the purposes of sections 195(4) of the Corporations Act, Listing Rule 10.14 and for all other purposes, approval is given for the Company to allot and issue 200,000 Options to Dr Robert Peach (or nominee) on the terms and conditions set out in the Explanatory Memorandum."

Voting Exclusion:

The Company will disregard any votes cast on this Resolution by a Director (except one who is ineligible to participate in the Employee Share Option Plan) or an associate of such a Director.

However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person Chair as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

8. Resolution 7 – Issuance of 30,000 Options to Dr Paul MacLeman

To consider, and if thought fit, to pass the following resolution as an ordinary resolution:

"That, for the purposes of sections 195(4) of the Corporations Act, Listing Rule 10.14 and for all other purposes, approval is given for the Company to allot and issue 30,000 Options to Dr Paul MacLeman (or nominee) on the terms and conditions set out in the Explanatory Memorandum."

Voting Exclusion:

The Company will disregard any votes cast on this Resolution by a Director (except one who is ineligible to participate in the Employee Share Option Plan) or an associate of such a Director.

However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person Chair as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

9. Resolution 8 – Issuance of 20,000 Options to Dr John Chiplin

To consider, and if thought fit, to pass the following resolution as an ordinary resolution:

"That, for the purposes of sections 195(4) of the Corporations Act, Listing Rule 10.14 and for all other purposes, approval is given for the Company to allot and issue 20,000 Options to Dr John Chiplin (or nominee) on the terms and conditions set out in the Explanatory Memorandum."

Voting Exclusion:

The Company will disregard any votes cast on this Resolution by a Director (except one who is ineligible to participate in the Employee Share Option Plan) or an associate of such a Director.

However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person Chair as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

10. Resolution 9 – Amendment of Employee Share Option Plan

To consider, and if thought fit, to pass the following resolution as an ordinary resolution:

"That for the purposes of Listing Rule 7.2 exception 9 and sections 259B(2) and 260A(4) of the Corporation Act 2001 (Cth) and for all other purposes, approval is given for the Company to adopt the amended Employee Share Option Plan to include clause 19 referring to loans as outlined in the Explanatory Memorandum which accompanies this Notice"

Voting Exclusion:

The Company will disregard any votes cast on this Resolution by a Director (except one who is ineligible to participate in the Employee Share Option Plan) or an associate of such a Director.

However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person Chair as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

11. Resolution 10 – Approval of Limited Recourse Loan facility to Samantha Cobb

To consider, and if thought fit, to pass the following resolution as an ordinary resolution:

"That, for the purposes of Chapter 2E of the Corporations Act and for all other purposes, approval by given to the Company to

- subject to approval of Resolution 9 outlined in this Notice to enter into a limited recourse loan agreement with Samantha Cobb in accordance with clause 19 of the Employee Share Option Plan to finance the exercise of her 356,394 outstanding Options

- subject to approval of Resolutions 5 and 9 outlined in this Notice to enter into a Limited Recourse Loan agreement with Samantha Cobb to finance the exercise of 1,750,000 Options issued.

on the terms and conditions outlined in the Explanatory Memorandum which accompanies this Notice."

12. Resolution 11 – Approval of 10% placement capacity

To consider, and if thought fit, to pass the following resolution as a special resolution:

"That, for the purpose of Listing Rule 7.1A and for all other purposes, approval is given for the issue of Equity Securities totaling up to 10% of the issued capital of the Company (at the time of the issue), calculated in accordance with the formula prescribed in Listing Rule 7.1A.2 and on the terms and conditions set out in the Explanatory Memorandum."

Voting Exclusion:

The Company will disregard any votes cast on this Resolution by any person, or an associate of a person, who may participate in the issue of Equity Securities under this Resolution and who might obtain a benefit, except a benefit solely in the capacity of a holder of ordinary securities, if the Resolution is passed.

However, the Company will not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

Dated 11 October 2017

BY ORDER OF THE BOARD



Cameron Jones
Company Secretary

ADALTA LIMITED

ACN 120 332 925

EXPLANATORY MEMORANDUM

1. Introduction

This Explanatory Memorandum has been prepared for the information of Shareholders of the Company in connection with the business to be conducted at the Meeting to be held at Collins Street Business Centre, Level 14/330 Collins St, Melbourne, Melbourne VIC 3000, on Tuesday, 14 November 2017 at 10am (AEDT).

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

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

2. Action to be taken by Shareholders

Shareholders should read the Notice and this Explanatory Memorandum carefully before deciding how to vote on the 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. Lodgment of a 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, but where the proportion or number is not specified, each proxy may exercise half of the votes.

A proxy can be either an individual or a body corporate. Should you appoint a body corporate as your proxy, that body corporate will need to ensure that it appoints an individual as its corporate representative to exercise its powers at meetings in accordance with section 250D of the Corporations Act and provide satisfactory evidence of the appointment of its corporate representative to the Company prior to the Meeting.

Proxy vote if appointment specifies way to vote

Section 250BB(1) of the Corporations Act provides that an appointment of a proxy may specify the way the proxy is to vote on a particular resolution and, if it does:

(a) the proxy need not vote on a show of hands, but if the proxy does so, the proxy must vote that way (i.e. as directed);

(b) if the proxy has 2 or more appointments that specify different ways to vote on the resolution – the proxy must not vote on a show of hands;

(c) if the proxy is the chair of the meeting at which the resolution is voted on – the proxy must vote on a poll, and must vote that way (i.e. as directed);

(d) if the proxy is not the chair – the proxy need not vote on the poll, but if the proxy does so, the proxy must vote that way (i.e. as directed).

Transfer of non-chair proxy to chair in certain circumstances

Section 250BC of the Corporations Act provides that, if:

(a) an appointment of a proxy specifies the way the proxy is to vote on a particular resolution at a meeting of the Company's members; and

(b) the appointed proxy is not the chair of the meeting; and

(c) at the meeting, a poll is duly demanded on the resolution; and

(d) either of the following applies:
   i) the proxy is not recorded as attending the meeting; or
   ii) the proxy does not vote on the resolution,

the chair of the meeting is taken, before voting on the resolution closes, to have been appointed as the proxy for the purposes of voting on the resolution at the meeting.

Authorised representative of corporate shareholders

A corporation may elect to appoint an individual to act as its representative in accordance with section 250D of the Corporations Act in which case the Company will require a Certificate of Appointment of Corporate Representative executed in accordance with the Corporations Act to be provided prior to the Meeting.

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

3. Annual Report

There is no requirement for Shareholders to approve the Annual Report. Shareholders will be offered the following opportunities:

(a) discuss the Annual Report which is online at www.adalta.com.au and click on the direct link;

(c) ask questions or make comment on the management of the Company;

(c) ask the auditor questions about the conduct of the audit and the preparation and content of the Auditor's Report.

In addition to taking questions at the Meeting, written questions to the Chairman about the management of the Company, or to the Company's auditor about:

(a) the preparation and the content of the Auditor's Report; and

(b) the conduct of the audit;

(c) accounting policies by the Company in relation to the preparation of the financial statements; and

(d) the independence of the auditor in relation to the conduct of the audit,

may be submitted no later than 5 business days before the Meeting to the Company Secretary at the Company's registered office.

4. Resolution 1 - Remuneration Report

Section 250R(2) of the Corporations Act provides that the Company is required to put the adoption of the Remuneration Report to the vote of Shareholders. The Directors' Report contains the Remuneration Report which sets out the remuneration policy for the Company and reports the remuneration arrangements in place for the executive Directors, specified executives and non-executive Directors.

Section 250R(3) of the Corporations Act provides that Resolution 1 is advisory only and does not bind the Directors or the Company.

While the vote on this Resolution 1 is advisory only, the outcome of the vote will be considered for the purposes of the ”two strikes rule”, where if a resolution on the Remuneration Report receives a 'no' vote of 25% or more at two consecutive annual general meetings, the Company will be required to put to Shareholders a “board spill resolution” at the second of those annual general meetings. If the board spill resolution is passed, the Company is required to hold a further meeting of the Shareholders within 90 days at which all Directors (other than the managing director) who were in office at the date of approval of the applicable Directors' Report must stand for re-election.

No strike was recorded at the Company's last annual general meeting. On this basis, while the vote on the Remuneration Report at this Meeting may potentially be counted towards the two strikes in the future, no board spill can occur this year. The Chairman will allow a reasonable opportunity for Shareholders as a whole to ask about, or make comments on the Remuneration Report.

Recommendation

The Directors unanimously recommend that the Shareholders vote in favour of Resolution 1.

The Chairman intends to exercise all undirected proxies in favour of Resolution 1. If the Chairman of the Meeting is appointed as your proxy and you have not specified the way the Chairman is to vote on Resolution 1, by signing and returning the Proxy Form, the Shareholder is considered to have provided the Chairman with an express authorisation for the Chairman to vote the proxy in accordance with the Chairman's intention.

5. Resolution 2 – Re-election of Director- Dr Robert Peach

Dr Robert Peach was appointed by the Directors on 14 November 2016. Pursuant to Listing Rule 14.4 and clause 16.6 of the Constitution, a Director appointed by the Directors holds office until the end of the next annual general meeting of the Company when the Director may be re-elected but will not be taken into account in determining the number of Directors who must retire by rotation. Resolution 2 seeks approval for the re-election of Dr Robert Peach.

Dr Robert Peach’s details are set out in the Annual Report.

Recommendation

The Directors (with Dr Peach abstaining) recommend that the Shareholders vote in favour of Resolution 2.

The Chair intends to vote all undirected proxies in favour of Resolution 2.

6. Resolutions 3 and 4 - Re-election of Directors- Dr Paul MacLeman and Dr John Chiplin

Listing Rule 14.4 and clause 16.4 of the Constitution require that a Director (excluding the managing Director) must not hold office (without re-election) past the third annual general meeting following the Director's appointment or three years, whichever is longer.

At each annual general meeting one-third of the Directors (except for the managing Director) or, if their number is not three or a multiple of three, then the number nearest but not exceeding one-third, shall retire from office by rotation. The Directors to retire in every year shall be those who have been longest in office since their last election but as between persons who became Directors on the same day shall (unless they otherwise agree between themselves) be determined by lot.

A Director who retires under clause 16.4 of the Constitution is eligible for re-election. The Company currently has 6 Directors (including 1 Managing Director).

Dr Paul MacLeman, a director since 16 April 2015 retires and seeks re-election.

Dr John Chiplin, a director since 16 May 2014 retires and seeks re-election.

Recommendations

The Directors (with Dr MacLeman abstaining) recommend that the Shareholders vote in favour of Resolution 3.

The Directors (with Dr Chiplin abstaining) recommend that the Shareholders vote in favour of Resolution 4.

The Chair intends to vote all undirected proxies in favour of Resolutions 3 and 4.

7. Resolution 5, 6, 7 and 8 - Issuance of options to Directors

Resolutions 5, 6, 7 and 8 seek Shareholder approval for the grant of unlisted Options (**Related Party Options**) to each of Samantha Cobb, Dr Robert Peach, Dr Paul MacLeman and Dr John Chiplin (each, a **Related Party**) on the terms set out in the table below to preserve cash resources and to incentivise them.

Shareholder Approval (Listing Rule 10.14) – Samantha Cobb, Dr Robert Peach, Dr Paul MacLeman and Dr John Chiplin

Listing Rule 10.14, requires shareholder approval to be obtained for securities to be issued under an employee incentive scheme to a director of the entity, an associate of a director, or a person whose relationship with the entity or the director/director's associate is, in ASX's opinion, such that approval should be obtained. It is proposed that the issue of Related Party Options to Samantha Cobb, Dr Robert Peach, Dr Paul MacLeman and Dr John Chiplin who are Directors, will be made under the Employee Share Option Plan, and therefore Shareholder approval under Listing Rule 10.14 is required.

The terms of the Related Party Options which are proposed to be issued to Samantha Cobb, Dr Robert Peach, Dr Paul MacLeman and Dr John Chiplin are as follows:

Related Party/Director	Samantha Cobb	Dr Robert Peach	Dr Paul MacLeman	Dr John Chiplin
Maximum number of securities	1,750,000 Options	200,000 Options	30,000 Options	20,000 Options
Issue date	It is anticipated the Related Party Options will be issued on 15 November 2017 and, in any event, will be granted to each Related Party no later than 12 months after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules).			
Issue price	Nil	Nil	Nil	Nil
Issue price of Shares upon exercise of options	i) 375,000 at $0.25 ii) 375,000 at $0.25 iii) a) 500,000 at $0.50 iii)b) 250,000 at $0.75 iii)c) 250,000 at $1.00	$0.25	$0.50	$0.50
Vesting schedule	i) 375,000: Release of AD-114 for human trials ii)375,000: Ethics approval for Phase I human trial iii) 750,000: First in human dose a) 500,000 on 14 May 2018 b) 250,000 on 14 May 2018 c) 250,000 on 14 May 2018	100,000 on 14 May 2018 100,000 on 14 November 2018	14 May 2018	14 May 2018
Expiry date	14 November 2021	14 November 2021	14 November 2021	14 November 2021
Intended use of funds	The Directors consider the value of the Related Party Options to be reasonable remuneration. The primary purpose of the proposed issue of Related Party Options to the Directors is to incentivise the Directors and preserve cash resources of the Company. No funds will be raised from this option issue.			

No securities have been issued under the Employee Share Option Plan since the last approval.

Eligible employees entitled to participate in the Employee Share Option Plan include those that the Board may resolve to offer Options to on terms and conditions the Board determines. Currently all Directors of the Company, being Samantha Cobb, Dr Robert Peach, Dr Paul MacLeman, Dr John Chiplin, James Williams and Liddy McCall, are entitled to participate in the Employee Share Option Plan.

Subject to approval of Resolutions 9 and 10, it is proposed that the Company will provide a loan to Samantha Cobb in respect of the amounts required to exercise the Related Party Options. Details of this loan are set out in item 12 of this Explanatory Memorandum.

If approval under Listing Rule 10.14 is obtained, approval under Listing Rule 7.1 will not be required and the Related Party Options issued to Samantha Cobb, Dr Robert Peach, Dr Paul MacLeman and Dr John Chiplin will not be included in the calculation of the Company's annual 15% placement capacity pursuant to Listing Rule 7.1.

Corporations Act

Under Chapter 2E of the Corporations Act, a public company, or an entity that the public company controls, must not give a financial benefit to a related party of the public company, unless the shareholders of the company have in general meeting approved the giving of that financial benefit to the related or an exception applies.

The grant of the Related Party Options constitutes giving a financial benefit and each of Samantha Cobb, Dr Robert Peach, Dr Paul MacLeman and Dr John Chiplin (or nominees) are related parties of the Company by virtue of their positions as a Directors.

The Directors are of the view that the exception under section 211(1) of the Corporations Act (Remuneration and reimbursement for officer or employee) applies to the proposed grants of Related Party Options which are considered reasonable remuneration in the circumstances. Accordingly, the Directors have determined that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the grant of the Related Party Options.

Shareholder approval is being sought under section 195 of the Corporations Act, which provides that a director of a public company may not vote or be present during, meetings of directors when matters in which that director holds a "material personal interest" are being considered, except in certain circumstances or unless non-interested directors pass a resolution approving the interested directors' participation. Section 195(4) provides that if there are not enough directors to form a quorum for a directors meeting because of this restriction, one or more of the directors may call a general meeting for the purposes of passing a resolution to deal with the matter.

For the avoidance of doubt, and for the purpose of transparency and best practice corporate governance, the Company is seeking approval under section 195(4) of the Corporations Act for the issue of the Related Party Options.

Recommendations
The Directors (with Ms Cobb abstaining) recommend that the Shareholders vote in favour of Resolution 5.

The Directors (with Dr Peach abstaining) recommend that the Shareholders vote in favour of Resolution 6.

The Directors (with Dr MacLeman abstaining) recommend that the Shareholders vote in favour of Resolution 7.

The Directors (with Dr Chiplin abstaining) recommend that the Shareholders vote in favour of Resolution 8.

The Chair intends to exercise all undirected proxies in favour of Resolutions 5, 6, 7 and 8. If the Chair of the Meeting is appointed as your proxy and you have not specified the way the Chair is to vote on Resolutions 5, 6, 7 and 8, by signing and returning the Proxy Form, you are considered to have provided the Chair with an express authorisation for the Chair to vote the proxy in accordance with the Chair's intention even if Resolutions 5, 6, 7 and 8 are connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

8. Resolution 9 – Amendment of Employee Share Option Plan

The underlying purpose of the Employee Share Option Plan is to align eligible participants interests with the Company's interests by providing them with long term incentives in the form of Options. It is expected that this will assist the Company to attract and retain highly skilled executives, employees and contractors.

The Employee Share Option Plan was approved by the Shareholders on 10 May 2016. The proposed amendment to the Employee Share Option Plan is the addition of new clause 19 in relation to loans. The effect of the amendment is that the Board may, at its discretion, offer participants in the Employee Share Option Plan a limited recourse loan for the purposes of paying the exercise price of any Options issued under the Employee Share Option Plan (Loan). The Loan will not attract interest except in the case of default and will be secured by the Shares issued on the exercise of the Option (Loan Shares). The Loan Shares may be delivered up at any time in full and final settlement of the outstanding Loan.

By voting in favour of this resolution, any securities issued under the Employee Share Option Plan will not count towards the Company's Listing Rule 7.1 placement capacity for a period of 3 years from shareholder approval.

A copy of the amended Employee Share Option Plan can be found as an Appendix to this notice.

Recommendation

The Directors unanimously recommend that the Shareholders vote in favour of Resolution 9.

The Chair intends to vote all undirected proxies in favour of Resolution 9.

9. Resolution 10 – Approval of Limited Recourse Loan facility to Samantha Cobb

Under the Corporations Act, the provision of any financial benefit to a related party requires shareholder approval in accordance with the procedure set out in Chapter 2E of the Act, unless one of a number of exceptions applies. Samantha Cobb, being a Director, is a related party of the Company. The Directors do not consider that an exception set out in sections 210 to 216 applies, and as such, Shareholder approval is required under section 208 of the Corporations Act.

The following information is provided in accordance with Section 219 of the Act for the purposes of seeking shareholder approval of the financial assistance:

a) the related party to whom the proposed resolution will permit a financial benefit to be given:

Samantha Cobb (a director of the Company) or her nominee.

b) the nature of the financial benefit:

The provision of an interest free, limited recourse loan of a total maximum loan amount of $841,836.98 by the Company to Samantha Cobb under the Employee Share Option Plan for the purpose of exercising the following Options (Loan):

- 356,394 Options with an exercise price of $0.17. Total maximum loan of $60,586.98
- 1,7500,000 Options with the following exercise prices (Subject to approval of Resolution 5)
    - i) 375,000 at $0.25
    - ii) 375,000 at $0.25
    - iii a) 500,000 at $0.50
    - iii b) 250,000 at $0.75
    - iii c) 250,000 at $1.00

  Total maximum loan $781,250

c) Recommendations by each of the Directors of the Company:

Each of the Directors of the Company (other than Samantha Cobb, who abstained from voting due to her interest in the outcome of the resolution) recommends the approval of the proposed Loan to Samantha Cobb.

d) In relation to each such Director, their interest in Resolution 10:

Apart from Samantha Cobb, none of the Directors of the Company has any interest in the outcome of Resolution 10.

e) All other information that would be required by members in order to decide whether or not it is in the Company's best interest to pass Resolution 10:

As at the date of this Notice,

i) The annual remuneration payable to Samantha Cobb is detailed on page 6 of the Annual Report, which can be found on the Company's website; and
ii) Samantha Cobb's notifiable interest in the securities of the company are as follows:

Type of security	Number of securities held
Ordinary Shares	1,087,449
Options	356,394
Options subject to resolution 5	1,750,000

Financial assistance and taking security over shares

Section 260A of the Corporations Act allows only limited circumstances under which a company may provide financial assistance to a person to acquire shares in the company. One of these exceptions is when financial assistance is given under an employee share scheme approved by the company in general meeting as outlined in section 260C(4).

In addition, under section 259B of the Corporations Act, there are limited circumstances in which a company may take security over shares in itself. One of these exceptions is when a company takes security over shares in itself under an employee share scheme that has been approved by a resolution passed at a general meeting of the company in accordance with section 259B(2).

The approval of Resolution 9 satisfies the requirements of sections 259B and 260A of the Corporations Act in relation to the proposed Loan to Samantha Cobb.

The Chair intends to vote all undirected proxies in favour of Resolution 10.

10. Resolution 11 – Approval of 10% placement capacity

10.1 General

Listing Rule 7.1A provides that an Eligible Entity may seek Shareholder approval to allow it to issue Equity Securities up to 10% of its issued capital over a period up to 12 months after the annual general meeting (10% Placement Capacity).

The Company is an Eligible Entity.

If Shareholders approve Resolution 11, the number of Equity Securities the Eligible Entity may issue under the 10% Placement Capacity will be determined in accordance with the formula prescribed in Listing Rule 7.1A.2 (as set out below).

The effect of Resolution 11 will be to allow the Company to issue Equity Securities up to 10% of the Company's fully paid ordinary securities on issue under the 10% Placement Capacity during the period up to 12 months after the Meeting, without subsequent Shareholder approval and without using the Company's 15% annual placement capacity granted under Listing Rule 7.1.

Resolution 11 is a special resolution. Accordingly, at least 75% of votes cast by Shareholders present and eligible to vote at the Meeting must be in favour of Resolution 11 for it to be passed.

10.2 Listing Rule 7.1A

Listing Rule 7.1A enables an Eligible Entity to seek shareholder approval at its annual general meeting to issue Equity Securities in addition to those under the Eligible Entity's 15% annual placement capacity.

An Eligible Entity is one that, as at the date of the relevant annual general meeting:

(a) is not included in the A&P/ASX 300 Index; and

(b) has a maximum market capitalisation (excluding restricted securities and securities quoted on a deferred settlement basis) of $300m.

The Company is an Eligible Entity as it is not included in the A&P/ASX 300 Index and at the date of this Notice has a current market capitalisation of $22m based on a share price of $0.22 as at 11 October 2017.

The Equity Securities must be in the same class as an existing class of quoted Equity Securities. The Company currently has one class of quoted Equity Securities, being Shares (ASX Code: 1AD).

The exact number of Equity Securities that the Company may issue under an approval under Listing Rule 7.1A will be calculated according to the following formula:

Where:

$$(A \times D) - E$$

A is the number of Shares on issue 12 months before the date of issue or agreement:

(a) plus the number of fully paid shares issued in the 12 months under an exception in Listing Rule 7.2;

(b) plus the number of partly paid shares that became fully paid in the 12 months;

(c) plus the number of fully paid shares issued in the 12 months with approval of holders of shares under Listing Rule 7.1 and 7.4. This does not include an issue of fully paid shares under the entity's 15% placement capacity without shareholder approval;

(d) less the number of fully paid shares cancelled in the 12 months.

Note that A has the same meaning in Listing Rule 7.1 when calculating an entity's 15% placement capacity.

D is 10%.

E is the number of Equity Securities issued or agreed to be issued under Listing Rule 7.1A.2 in the 12 months before the date of issue or agreement to issue that are not issued with the approval of Shareholders under Listing Rule 7.1 or 7.4.

Technical information required by Listing Rule 7.1A

Pursuant to and in accordance with Listing Rule 7.3A, the information below is provided in relation to this Resolution 11:

a) Minimum Price

The minimum price at which the Equity Securities may be issued is 75% of the volume weighted average price of Equity Securities in that class, calculated over the 15 ASX Trading Days on which trades in that class were recorded immediately before:

(i) the date on which the price at which the Equity Securities are to be issued is agreed; or

(ii) if the Equity Securities are not issued within 5 ASX Trading Days of the date in paragraph (a)(i) above, the date on which the Equity Securities are issued.

b) Date of Issue

The Equity Securities may be issued under the 10% Placement Capacity commencing on the date of the Meeting and expiring on the first to occur of the following:

(iii) 12 months after the date of this Meeting; and

(iv) the date of approval by Shareholders of any transaction under Listing Rules 11.1.2 (a significant change to the nature or scale of the Company's activities) or 11.2 (disposal of the Company's main undertaking).

or such longer period if allowed by ASX (**10% Placement Capacity Period**).

Shareholder approval under Listing Rule 7.1A does not lapse if the Company's market capitalisation subsequently exceeds $300 million or of it is included in the S&P/ASX 300 Index at some time during that period provided that the Company meets those criteria on the date of this Meeting.

c) Risk of voting dilution

Any issue of Equity Securities under the 10% Placement Capacity will dilute the economic and voting interests of Shareholders who do not receive any Shares under the issue.

If Resolution 11 is approved by Shareholders and the Company issues the maximum number of Equity Securities available under the 10% Placement Capacity, the economic and voting dilution of existing Shares would be as shown in the table below.

The table below shows the dilution of existing Shareholders calculated in accordance with the formula outlined in Listing Rule 7.1A(2), on the basis of the current market price of Shares and the number of Equity Securities the Company will have on issue as at the date of the Meeting.

The table also shows:

i) two examples where variable "A" has increased, by 50% and 100%. Variable "A" is based on the number of ordinary securities the Company will have on issue at the date of the Meeting. The number of ordinary securities on issue may increase as a result of issues of ordinary securities that do not require Shareholder approval (for example, a pro rata entitlements issue or scrip issued under a takeover offer) or future specific placements under Listing Rule 7.1 that are approved at a future Shareholders' meeting; and

ii) two examples of where the issue price of ordinary securities has decreased by 50% and increased by 50% as against the current market price. The voting dilution impact where the number of Shares on issue (variable A in the formula) changes and the economic dilution where there are changes in the issue price of Shares issued under the 10% Placement Capacity

Variable 'A' in Listing Rule 7.1 A.2		50% decrease in Issue Price $0.11	Issue Price $0.22	50% increase in Issue Price $0.33
Current Variable A 101,257,434	10% Voting Dilution	10,125,743 shares	10,125,743 shares	10,125,743 shares
	Funds raised	$1,113,832	$2,227,664	$3,341,495
50 % increase in current Variable A 151,886,151	10% Voting Dilution	15,188,615 shares	15,188,615 shares	15,188,615 shares
	Funds raised	$1,670,748	$3,341,495	$5,012,243
100% increase in current Variable A 202,514,868	10% Voting Dilution	20,251,487 shares	20,251,487 shares	20,251,487 shares
	Funds raised	$2,227,664	$ 4,455,327	$6,682,991

The table above uses the following assumptions:

1. The current shares on issue are the Shares on issue as at 11 October 2017.
2. The issue price set out above of $0.22 is the closing price of the Shares on the ASX on 11 October 2017.
3. The Company issues the maximum possible number of Equity Securities under the 10% Placement Capacity.
4. No Options are exercised into Shares before the date of the issue of the Equity Securities;
5. The 10% voting dilution reflects the aggregate percentage dilution against the issued share capital at the time of issue. This is why the voting dilution is shown in each example as 10%.
6. The calculations above do not show the dilution that any one particular Shareholder will be subject to by reason of placements under the 10% Placement Capacity. All Shareholders should consider the dilution caused to their own shareholding depending on their specific circumstances.
7. This table does not set out any dilution pursuant to approvals under Listing Rule 7.1.

Shareholders should note that there is a risk that:

(i) the market price for the Company's Equity Securities in that class may be significantly lower on the issue date than on the date of the Meeting; and

(ii) the Equity Securities may be issued at a price that is at a discount to the market price for those Equity Securities on the date of issue or the Equity Securities are issued as part of the consideration for the acquisition of a new asset,

which may have an effect on the amount of funds raised by the issue of the Equity Securities.

d) Purpose of Issue under 10% Placement Capacity

The Company may issue Equity Securities under the 10% Placement Capacity for the following purposes:

(v) as cash consideration, in which case the Company intends to use funds raised for expanding or accelerating the Company's existing business activities (including expenses associated with further development of the Company's existing assets), pursuing other acquisitions that have a strategic fit or will otherwise add value to shareholders (including expenses associated with such acquisitions) and general working capital; or

(vi) as non-cash consideration for acquisition of new assets, technology and investments, in such circumstances the Company will provide a valuation of the non-cash consideration as required by Listing Rule 7.1A.3.

The Company will comply with the disclosure obligations under Listing Rules 7.1A(4) and 3.10.5A upon issue of any Equity Securities.

e) Allocation under the 10% Placement Capacity

The Company's allocation policy is dependent on the prevailing market conditions at the time of any proposed issue pursuant to the 10% Placement Capacity. The identity of the allottees of Equity Securities will be determined on a case-by-case basis having regard to the factors including but not limited to:

(vii) the purpose of the issue;

(viii) alternative methods for raising funds available to the Company at that time, including, but not limited to, an entitlement issue or other offer where existing Shareholders may participate;

(ix) the effect of the issue of the Equity Securities on the control of the Company;

(x) the circumstances of the Company, including, but not limited to, the financial position and solvency of the Company; and

(xi) advice from corporate, financial and broking advisers (if applicable).

The allottees of the Equity Securities to be issued under the 10% Placement Capacity have not yet been determined but may include current Shareholders or new investors (or both), none of whom will be related parties or associates of a related party of the Company.

The Company will comply with the disclosure obligations under Listing Rules 7.1A(4) and 3.10.5A upon issue of any Equity Securities.

f) Previous Approval under Listing Rule 7.1A

The Company has not previously obtained Shareholder approval under Listing Rule 7.1A.

Voting Exclusion

A voting exclusion statement is included in this Notice. As at the date of this Notice, the Company has not invited any existing Shareholder to participate in an issue of Equity Securities under Listing Rule 7.1A. Therefore, no existing Shareholders will be excluded from voting on Resolution 11.

Recommendation

The Directors unanimously recommend that the Shareholders vote in favour of Resolution 11.

The Chair intends to vote all undirected proxies in favour of Resolution 11.

Schedule 1 – Definitions

In this Notice and the Explanatory Memorandum:

$ means Australian Dollars.

Annual Report means the Directors' Report, the Financial Report and the Auditor's Report in respect to the financial year ended 30 June 2017.

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

Auditor's Report means the auditor's report on the Financial Report.

Board means the board of Directors.

Business Day means:

(a) for determining when a notice, consent or other communication is given, a day that is not a Saturday, Sunday or public holiday in the place to which the notice, consent or other communication is sent; and
(b) for any other purpose, a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Melbourne

Chair or Chairman means the person appointed to chair the Meeting convened by this Notice.

Closely Related Party means has the meaning given in section 9 of the Corporations Act which include the spouses, dependents and certain other close family members of a member of the Key Management Personnel and any company controlled by a member of the Key Management Personnel.

Company means AdAlta Ltd (ACN 120 332 925).

Constitution means the constitution of the Company as at the commencement of the Meeting.

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

Director means a director of the Company.

Directors' Report means the annual directors' report prepared under chapter 2M of the Corporations Act for the Company and its controlled entities.

Eligible Entity has the same meaning as in the Listing Rules.

Employee Share Option Plan means the employee share option plan as previously approved by the Shareholders on 10 May 2016.

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

Explanatory Memorandum means the explanatory memorandum attached to the Notice.

Financial Report means the annual financial report prepared under Chapter 2M of the Corporations Act of the Company and its controlled entities.

Key Management Personnel means persons having authority and responsibility for planning, directing and controlling the activities of the Company, directly or indirectly, including any Director (whether executive or otherwise) of the Company.

Listing Rules means the listing rules of ASX.

Meeting has the meaning in the introductory paragraph of the Notice:

Notice means this notice of meeting.

Option means an unlisted option over a Share.

Proxy Form means the proxy form attached to the Notice.

Remuneration Report means the remuneration report of the Company contained in the Directors' Report.

Resolution means a resolution contained in the Notice.

Schedule means a schedule to this Notice.

Section means a section contained in this Explanatory Memorandum.

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

Shareholder means a shareholder of the Company.

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

AEDT means Australian Eastern Daylight Savings Time, being the time in Melbourne.

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

ADALTA LIMITED
EMPLOYEE SHARE OPTION PLAN
Terms and Conditions

The Plan involves the grant to Eligible Employees of Options to subscribe for and be allotted fully paid ordinary shares in the Company on the following terms and conditions.

1. DEFINITIONS

In these terms and conditions, except to the extent the context otherwise requires:

'**Acceptance Form**' means a duly completed and executed document of acceptance by an Eligible Employee of an Offer in the form set out in **schedule 2** or in such other form approved by the Board from time to time;

'**Annual Valuation**' means the annual valuation of the Shares conducted by the auditor of the Company or Substituted Corporation in conjunction with a valuer experienced in valuation of securities appointed by the Board;

'**ASX**' means ASX Limited (ABN 98 008 624 691) trading as the Australian Securities Exchange;

'**Board**' means the board of directors of the Company;

'**Business Day**' has that meaning as defined in the Listing Rules;

'**Buy-Back**' means the purchase by the Company or Substituted Corporation of an Option prior to its exercise;

['**Casual Employee**' means an individual who is, or might reasonably be expected to be, engaged to work the number of hours that are the pro-rata equivalent of 40% or more of a comparable full-time position with the Company;]

'**Certificate**' means the Option certificate issued pursuant to clause 5 in such form as the Board may approve from time to time, or if the Board has determined that Options will be uncertificated then the statement issued to the Eligible Employee which discloses the number of Options entered in the register of Option holders;

'**Company**' means AdAlta Limited ACN 120 332 925;

'**Control**' has the meaning given in section 50AA of the Corporations Act;

'**Constitution**' means the Constitution of the Company from time to time;

'**Contractor**' means:

(a) an individual with whom the Company has entered into a contract for the provision of services under which the individual performs work for the Company; or

(b) a company with whom the Company has entered into a contract for the provision of services under which an individual, who is a director of the company or their spouse, performs work for the Company; and

where the individual who performs the work is engaged to work the pro rata equivalent of 40% or more of a comparable full-time position with the Company.

'**Corporations Act**' means *Corporations Act 2001* (Cth);

'**Director**' has the meaning given in section 9 of the Corporations Act*;*

'**Eligible Employees**' means an Employee who is designated by the Board as an Eligible Employee for the purposes of the Plan and their Permitted Nominee, where the context so permits;

'**Employee**' means any full-time or part-time employee of, [Casual Employee of] or Contractor to the Company, including directors and members of senior management, or their related bodies corporate;

'**Exercise Date**' means the date on or after which the Eligible Employee may exercise an Option;

'**Exercise Period**' means the period during which an Eligible Employee may exercise an Option in accordance with the terms and conditions of this Plan as set out in the Offer for Grant of Options sent to Eligible Employees from time to time;

'**Exercise Price**' means the price at which each Share, the subject of an Option, may be exercised, being an amount calculated in accordance with clause 5.2;

'**Expiry Date**' means the date on or by which an Eligible Employee must exercise an Option;

'**Fair Value**' means where the Company or Substituted Corporation is listed on ASX or any other recognised stock exchange, the quoted price of the Shares at the close of business on the previous day that the Shares were traded or if the company or Substituted Corporation is not listed on a ASX or any other stock exchange the value of the Shares as determined by the Board having regard to the last Annual Valuation;

'**Grant Date**' means the date on which the Eligible Employee is granted an Option;

'**Group**' means the Company and its Subsidiaries;

'**Issue Price**' means the consideration payable, if any, by an Eligible Employee for a grant of Options and as referred to in clause 4.8;

'**Listing Rules**' means the Official Listing Rules of ASX as varied from time to time and includes any waivers or rulings made by ASX;

'**Net Gain**' means the amount given by subtracting the Exercise Price of an option granted under the plan from the Fair Value of the Share which is the subject of the Option;

'**Notice of Exercise**' means a duly completed and executed notice of exercise of the Option by an Eligible Employee or, as applicable, a Permitted Nominee, in the form set out in **schedule 3** or in such other form approved by the Board from time to time;

'**Offer**' means an offer to an Eligible Employee that may be made at the discretion of the Board in the form set out in **schedule 1** and described therein as 'Offer for Grant of Options';

'**Option**' means an option granted by the Company to subscribe for and be allotted the number of Shares set out in an Offer and granted in accordance with the Plan;

'**Participant**' means a person who has been granted Options pursuant to these Rules;

'**Permitted Nominee**' means a proprietary limited company which is nominated by an Eligible Employee to hold an Option or a Share which may be issued pursuant to the exercise of the Option, in place of the Eligible Employee, pursuant to the terms of the Plan, and which has first been approved by the Board to be the holder of such Option or Shares, provided however, that the Eligible Employee:

(a) controls, either alone or jointly with their immediate family, the composition of the board, and exercises and continues to exercise all management powers, of the nominee company;

(b) holds either alone, or together with their immediate family, all shares in the nominee company but subject to the proviso that the Eligible Employee, either alone or jointly with members of their immediate family, is at all times able to cast sufficient votes to enable them to pass an ordinary or special resolution in all general meetings of the nominee company,

before any issue of Shares to the Permitted Nominee under the provisions of this Plan;

'**Plan**' means this Employee Share Option Plan as amended from time to time;

'**Related Body Corporate**' has the meaning given to it by the Corporations Act;

'**Relevant Requirements**' means those events that must be satisfied before exercise of an Option can occur and which are specified in an Offer and which may include any or all of the following:

(a) achievement of performance requirements and/or fulfilment of other criteria which may be determined by the Board and as specified in an Offer but which may be varied or waived in whole or in part at any time by the Board;

(b) sale of the Company or any entity which may control the Company resulting in change of control either in the ability of the current controllers of the Company to pass ordinary resolutions in general meetings or in the ability of the current controllers to control the composition of the board of the Company; and

(c) official quotation of the Company's Shares on ASX;

'**Rules**' means the rules in respect of the operations of the Plan;

'**Securities Trading Policy**' means the securities trading policy of the Company from time to time;

'**Security Interest**' means a mortgage, charge, pledge, lien or other encumbrance of any nature;

'**Share**' means a fully paid ordinary share in the Company;

'Shareholders Agreement' means the current shareholders agreement entered into between the Company and its shareholders from time to time;

'**Subsidiary**' has the meaning given in the Corporations Act;

'**Substituted Corporation'** means a body corporate which becomes a parent company of the Company following commencement of the Plan and whose shares becomes the subject of the Options granted under the plan in accordance with these Rules; and

'**Tax**' includes any tax, levy, impost, value added tax, GST, deduction, charge, rate, contribution, duty or withholding which is assessed (or deemed to be assessed), levied, imposed or made by any government or any governmental, semi-governmental or judicial entity or authority together with any interest, penalty, fine, charge, fee or other amount assessed (or deemed to be assessed), levied, imposed or made on or in respect of any or all of the foregoing.

2. ADMINISTRATION OF THE PLAN

The Board will administer the Plan only in accordance with these terms and conditions.

3. ELIGIBLE EMPLOYEES

The Board may from time to time and in its absolute discretion resolve to designate Eligible Employees for the purposes of the Plan.

4. GRANT OF OPTIONS

4.1 The Board may from time to time resolve to offer to an Eligible Employee, on terms and conditions the Board determines, that number of Options as set out in the Offer.

4.2 An Offer made by the Board to an Eligible Employee must state the total number of Options for which the Eligible Employee may accept, the date of the Offer, time period for acceptance of the Offer, the Exercise Date, the Exercise Price, the Expiry Date, Exercise Period, Issue Price and any other terms and conditions attaching to the Options and any other matters required to be specified by the Corporations Act or Listing Rules.

4.3 The Company will send the Offer to an Eligible Employee together with:

(a) an Acceptance Form;

(b) a copy of the terms and conditions of the Plan and any other explanatory material which the Company wishes to distribute; and

(c) such other documents and information as may be required by the Corporations Act and the Listing Rules, if applicable.

4.4 An Eligible Employee may accept an Offer by signing a copy of the Acceptance Form which accompanies the Offer and returning it within the time period for acceptance of the Offer.

4.5 An Offer not accepted in accordance with Rule 4.4 will lapse on expiry, unless the Board determines otherwise.

4.6 An Offer not yet accepted in accordance with Rule 4.4 may be withdrawn by the Board in its discretion.

4.7 The Board must not grant Options if the total number of Shares relating to unexercised and unexpired Options existing or which would be issued if all Offers for Options were accepted, exceeds 5% of the total number of issued Shares as at the date the Board proposes to issue the Options.

4.8 Except as set out in the Offer, an Eligible Employee will not be required to pay an Issue Price for the grant of any Option.

4.9 Except as otherwise agreed with an Eligible Employee, the Company will, within 15 Business Days following the Grant Date of an Option, issue to the Eligible Employee to whom the Option was granted, a certificate in their name or the name of their Permitted Nominee, executed in accordance with the Constitution and specifying the number of Shares which are the subject of the Option and the Exercise Price in respect thereof and any other information required by the Corporations Act or the Listing Rules, if applicable.

4.10 The Board shall maintain a Register of Option holders in the form set out in **schedule 4** of this Plan or otherwise as permitted by the Corporations Act.

4.11 A Participant must keep confidential all details of Options held or offered under these Rules unless permission to disclose details has been given by the Board.

5. EXERCISE OF OPTIONS

5.1 An Option granted to an Eligible Employee entitles the holder of that Option to acquire the total number of Shares the subject of an Option:

(a) subject to the satisfaction of the Relevant Requirements;

(b) provided any acquisition of Shares does not breach the Corporations Act or the Listing Rules, if applicable;

(c) during the Exercise Period;

(d) at the Exercise Price (if any); and

(e) otherwise in the manner required by the Board and specified in writing to the Eligible Employee at the time the Option is granted.

5.2 The Exercise Price of an Option may be determined by the Board in its absolute discretion, subject to the Listing Rules (if applicable).

5.3 Subject to clauses 5.1, 5.4, 5.4(e) and 5.6, the holder of an Option may exercise their Option at any time during the Exercise Period.

5.4 If during the period between the Grant Date and the Exercise Date:

(a) the Eligible Employee's employment with the Company is terminated for cause, their Options will immediately lapse;

(b) the Eligible Employee resigns from employment with the Company, their Options will immediately lapse;

(c) the Eligible Employee dies, their Options will immediately lapse (unless within 60 days of the Eligible Employee's death the Board in its absolute discretion decides to allow the

representative of the Eligible Employee's estate to exercise an Option within a specified number of days of the Eligible Employee's death or the Expiry Date);

(d) the Eligible Employee becomes disabled and (in the opinion of a medical practitioner nominated by the Board) is unable to perform their normal duties, their Options will immediately lapse (unless within 60 days of the Eligible Employee's disability the Board in its absolute discretion decides to allow the Eligible Employee to exercise an Option within a specified number of days of the Eligible Employee's disability or the Expiry Date);

(e) the Eligible Employee becomes redundant, their Options will immediately lapse unless within 60 days of the Eligible Employee's redundancy the Eligible Employee exercises their Options; or

(f) the Eligible Employee ceases to exercise control of the Permitted Nominee as then the Options will immediately lapse unless the Eligible Employee notifies the Company of the change of control prior to or on such change occurring and within 60 days of such notification the Eligible Employee exercises their Options.

5.5 If during the Exercise Period:

(a) the Eligible Employee's employment with the Company is lawfully terminated, their Options will immediately lapse;

(b) the Eligible Employee resigns from employment with the Company, their Options will immediately lapse;

(c) the Eligible Employee dies, the representative of the Eligible Employee's estate may exercise an Option on or by the Expiry Date;

(d) the Eligible Employee becomes disabled and (in the opinion of a medical practitioner nominated by the Board) is unable to perform their normal duties, the Eligible Employee may exercise an Option within 60 days of determination by the Board having regard to that opinion;

(e) the Eligible Employee becomes redundant, their Options will immediately lapse unless within 60 days of the Eligible Employee's redundancy the Eligible Employee exercises their Option; or

(f) the Eligible Employee ceases to exercise control of the Permitted Nominee as then the Options will immediately lapse unless the Eligible Employee notifies the Company of the change of control prior to or on such change occurring and within 60 days of such notification the Eligible Employee exercises their Options.

5.6 At all times, Eligible Employees must comply with the Securities Trading Policy.

5.7 Except where the Board has provided its prior written consent, an Eligible Employee may not exercise an Option within one month of the release to the market of:

(a) the half-yearly financial statement; or

(b) the annual financial statement,

of the Company or any Related Body Corporate.

5.8 No Eligible Employee may accept an Offer if immediately after the acquisition of the Share, the Eligible Employee would hold a legal or beneficial interest in more than 10% of the Shares in the Company.

5.9 No Eligible Employee may continue to participate in this Plan if, immediately after the acquisition of the Share, the Eligible Employee would be in a position to cast, or control the casting of, more than 10% of the maximum number of votes that might be cast at a general meeting of the Company.

6. RIGHTS ATTACHING TO OPTIONS

6.1 In the event of any reconstruction (including consolidation, sub-division, reduction or return) of the issued capital of the Company, the number of Options or the Exercise Price or both will be adjusted (as appropriate) to the extent necessary to comply with the Listing Rules applying to a reorganisation of capital at the time of the reorganisation. In all other respects the terms for the exercise of the Options remain unchanged.

6.2 Until Shares are issued pursuant to the exercise of Options, the holders of an Option shall not participate in dividends on Shares or, subject to clause 6.3, new issues of securities by the Company.

6.3 In the event of any pro rata bonus or cash issues of securities by the Company, the number of Shares over which an Option exists and the Exercise Price will be adjusted in the manner specified in Listing Rule 6.22 and in writing to the Eligible Employee at the time the Option is granted.

6.4 Eligible Employee Options may be transferred only with the prior written consent of the Board.

6.5 The Company will not apply to the ASX for official quotation of any of the Options.

7. CHANGE OF CONTROL

7.1 Change of Control Event

A Change of Control Event occurs where:

(a) The Company becomes a Subsidiary of another corporation.

(b) There is a sale of the business of the Company other than to a company in the Group.

(c) Where a company which is a Subsidiary ceases to be a Subsidiary of the company.

(d) Any other reorganisation of the Group which results in a Participant ceasing to be an Eligible.

7.2 Effect of a Change in Control

(a) Where a Change of Control event has or in the opinion of the Board will occur the Board may determine the manner in which the Options will be dealt with, so that the Participant remains as at the date of the determination in a financial position in respect of the options which is as near as possible as to that which existed prior to the Change of Control Event occurring.

(b) In making their determination the Board may choose one of the following methods of dealing with the Options;

(i) Allowing the Participants affected by the Change of Control to exercise either all or a proportion of their Options within such time as determined by the Board after which the Options will lapse.

(ii) Arranging for the new parent company of the Company (or new parent of the Subsidiary) to become a Substituted Corporation whereby it agrees to assume the obligations of the Company under the plan, to be bound by the Rules of the plan and any determination made by the Board of the company prior to it agreeing to become a Substituted Corporation, and to issue to the Participant Shares in the Substituted Corporation on exercise of the option (as set out in Clause 7.2(c) below) or alternatively options to acquire shares in the Substituted Corporation (as set out in Clause 7.2(d) below).

(iii) Conducting a Buy-Back of the Options under these Rules.

(iv) Allowing the Participants affected by the Change of Control to transfer their Options.

(c) Where Shares in s Substituted Corporation are to be issued on exercise of Options following a Change of Control Event occurring the Board shall arrange for the Exercise Price of the Options to be suitably adjusted prior to exercise and / or an appropriate number

of Shares in the Substituted Corporation to be transferred and issued on exercise of the Option, to reflect differences at that time in the Fair Values of the Shares in the Company and Substituted Corporation, any foreign exchange effects and the capital structures of the Company and Substituted Corporation.

(d) Where Options in another corporation are to be substituted for options following a Change of Control Event occurring the Board shall arrange for the number and terms of Options substituted, the exercise price of those options and the number of Shares in the other corporation into which the new Options are exercisable to as nearly as possible ensure the financial position of the Participant whose options are substituted remains the same if they were able to exercise the substituted Options at the date of substitution.

8. BUY BACK

8.1 Subject to the Listing Rules and the Corporations Act, the Board may cause the Company to Buy-Back Options held by a Participant for:

(a) an amount agree with the participant at any time; or

(b) the amount of the Net Gain applicable to the Option on the day prior to the date on which the Shares of the Company or Substituted Corporation are quoted if the Fair Value of a Share is greater than the exercise Price of an Option without the agreement of a Participant.

8.2 Where the company Buys-Back Options issued in accordance with these Rules it shall:

(a) Immediately notify the Participant whose options it has bought-back of the Buy-Back of the Options.

(b) Account to the Participant for the amount payable on the Buy-Back.

(c) Prepare all necessary transfer documents and arrange for an agent or attorney of the Participant to complete the transfer documents on their behalf.

(d) Pay all relevant Taxes, duties or other imposts in respect of the transfer other than any Taxes, duties or imposts which are for the account of the Participant.

(e) Cancel the options which are bought back and, where a limit on the number of Options able to be issued under the Plan has been set by the Board the cancelled Options shall not be counted in the number of Options issued under the Plan.

9. ISSUE OF SHARES

9.1 The Board will issue Shares to an Eligible Employee or their Permitted Nominee after each Option has been exercised in accordance with clause 5, once the relevant Exercise Price for each Share the subject of the Option has been paid to the Company, at the next succeeding Board meeting or within 15 Business Days after receiving Notice of Exercise, whichever first occurs.

9.2 If the Company's Shares are officially quoted by ASX at the time any Shares are issued pursuant to the exercise of Options, the Company will apply to ASX for (but does not guarantee) official quotation of such Shares within the time prescribed by the Listing Rules.

9.3 A Share issued pursuant to the exercise of any Option ranks equally with all existing Shares of that class from the date of allotment.

9.4 The on-sale of Shares issued on the exercise of any Options may be restricted by law in the 12 months immediately following the date of issue. The Company may, but is not required to, issue such notices or lodge such documents to enable the on-sale of Shares in the 12 months immediately following the date of issue.

10. NOTICES

Any notice or direction given under this Plan is validly given if it is handed to the person concerned or sent by ordinary prepaid post to the person's last known address or in such manner as the Board from time to time determines.

11. AMENDMENT OF PLAN

Subject to the Listing Rules, the Plan may be amended by:

(a) an ordinary resolution of the members of the Company in general meeting;

(b) to comply with the Corporations Act or Listing Rules or to effect technical or non-substantive amendments, resolution of the Board,

provided that any amendment cannot effect a change to reduce the Exercise Price, increase the number of Shares to which an Eligible Employee is entitled or change the Exercise Period unless permitted by the Corporations Act or the Listing Rules.

12. TERMINATION OF THE PLAN

The Plan may be terminated or suspended at any time by the Board but any such suspension or termination will not affect nor prejudice rights of any Eligible Employee holding Options at that time.

13. ADMINISTRATION OF THE PLAN

13.1 The Board may form policy and make regulations for the operations of the Plan which are consistent with this Plan and may delegate necessary functions to an appropriate service provider capable of performing those functions and implementing those policies.

13.2 Where this Plan provides for a determination, decision, approval or opinion of the Board, such determination, decision, approval or opinion will be made by the Board.

13.3 Any power or discretion which is conferred on the Board by this Plan may be exercised by the Board is not, in exercising any such power or discretion, under any fiduciary or other obligation to any other person.

13.4 The decision of the Board as to the interpretation, effect or application of this Plan will be final.

13.5 The Board may delegate such functions and powers under this Plan as it considers appropriate, for the efficient administration of the Plan, to a committee made up of a person or persons capable of performing those functions and exercising those powers.

13.6 The Board or a committee may take and rely upon independent professional or expert advice in relation to the exercise of any of their powers or discretions under this Plan.

14. NO INTEREST IN SHARES

An Eligible Employee shall have no interest in Shares the subject of an Option unless and until those Options are exercised and Shares are allotted to that Eligible Employee as a result thereof.

15. RIGHTS OF PARTICIPANTS IN PLAN

Nothing in this Plan:

(a) confers on any Eligible Employee the right to continue as an employee of the Company or any Related Body Corporate;

(b) affects any rights which the Company or any Related Body Corporate may have to terminate the employment of any employee; or

(c) confers any right to compensation or damages in consequence of the termination of an employee's employment or may be used to increase damages in any action brought against the Company or any Related Body Corporate in respect of any such termination.

16. GENERAL

16.1 The entitlements of the Eligible Employee under this Plan are subject to the Shareholders Agreement, Constitution, the Listing Rules (if applicable) and the Corporations Act.

16.2 While the Company remains admitted to the ASX, the Listing Rules will apply to the Plan and to the extent there is any inconsistency, the Listing Rules will prevail.

16.3 The Plan will be operated in accordance with the terms and conditions of the Plan which bind the Company, each Related Body Corporate and each Eligible Employee.

16.4 Notwithstanding any provision of the Plan or the terms of any Option, no Option may be granted nor exercised if to do so would contravene the Corporations Act, the Listing Rules (if applicable) or any other applicable laws.

16.5 Notwithstanding any other provision of this Plan, every covenant or other provision set out in an exemption from, or modification to, the provisions of the Corporations Act granted from time to time by the Australian Securities and Investments Commission in respect of the Plan, and required to be included in this Plan in order for the exemption or modification to have effect, is deemed to be contained in this Plan. To the extent that any covenant, or other provision deemed by this Plan to be contained in this Plan is inconsistent with any other provision in this clause, the deemed covenant or other provision will prevail.

16.6 The Company must pay all the expenses, costs and charges incurred in operating the Plan. The Company is not responsible for any Tax which may become payable in connection with the issue and allotment of Shares pursuant to an exercise of an Option nor any other dealing with the Options or Shares.

16.7 If the Company is obligated in any jurisdiction to withhold Tax or is secondarily liable for any Tax, then the Company is authorised to deduct such Tax from any payments due to a Participant or to take such steps as appropriate to collect Tax from a Participant.

16.8 The Company may be required by law to provide information about a Participant to Tax authorities and each Participant agrees to the Company providing such information.

16.9 The Company makes no representation as to any Tax or financial consequences of the Plan.

17. ADVICE

Eligible Employees should obtain their own independent advice at their own expense on the financial, Taxation and other consequences to them of, or relating to, participating in the Plan.

18. SECURITY INTERESTS AND DEALINGS

18.1 Participants in the Plan may, with the prior written approval of the Board, grant Security Interests in or over, or otherwise assign, dispose or deal with any Options or any interest therein.

18.2 For avoidance of doubt, clause 18.1 is subject to the Corporations Act, Listing Rules, the Company's policies regarding securities dealing and any escrow agreement applicable to the Options or Shares.

19. LOANS

19.1 The Board from time to time may, in its absolute discretion, offer Participants in the Plan a loan for the purposes of paying the exercise price of any Options issued under the Plan (**Loan**).

19.2 The Loan must:

(a) only able to be applied to the Exercise Price of the relevant Options;

(b) not attract interest, except in the case of default by the borrowing Participant;

(c) be secured by the shares issued on the exercise of the Option (**Loan Shares)**, in respect of which the Company may take a holding lock;

(d) be limited recourse to those Loan Shares, such that those Loan Shares may be delivered up at any time in full and final settlement of the outstanding loan balance; and

(e) otherwise be on such terms as approved by the Board.

19.3 For avoidance of doubt, the grant of any Loan and the taking of any security over Loan Shares is subject to the Corporations Act, Listing Rules, the Company's policies regarding securities dealing and any applicable escrow agreement.

20. GOVERNING LAW

This Plan and the rights of the Eligible Employees under the terms and conditions of the Plan are governed by the laws of the State of Victoria.

21. INTERPRETATION

In these terms and conditions, except to the extent the context otherwise requires:

(a) words importing the singular include the plural and vice versa, words importing any gender include other genders and 'person' includes a corporation;

(b) headings are for convenience only and do not affect the interpretation.

SCHEDULE 1
Offer for Grant of Option

ADALTA LIMITED

ACN 120 332 925

EMPLOYEE SHARE OPTION PLAN

OFFER FOR GRANT OF OPTIONS

Offer to take up Options under the AdAlta Limited Employee Share Option Plan ('Plan')

The Eligible Employee named below is hereby invited to apply for a grant of Options under the Plan on the following terms and conditions and otherwise subject to terms and conditions of the Plan. The terms used below are as defined in the Plan.

1.	Eligible Employee's Full Name:	
2.	Eligible Employee's Residential Address:	
3.	(If applicable) Eligible Employee's Permitted Nominee:	
4.	(If applicable) Eligible Employee's Permitted Nominee's Registered Office:	
5.	Number of Options:	
6.	Total Number of Shares the subject of all Options	Number of Options x Number of Shares the subject of each Option **Total:**
7.	Exercise Date:	
8.	Expiry Date:	
9.	Exercise Period:	
10.	Exercise Price:	
11.	Total price payable on exercise of all Options	Exercise Price x Number of Shares the subject of each Option **Total: $**
12.	Other Terms and Conditions: *[Examples]*	
	The Options cannot be exercised unless the Relevant Requirements set out are satisfied	• *Time based vesting* • *Performance requirements* • *Other criteria determined by the Board*

This Offer is made on / / 2017 signed for and on behalf of AdAlta Limited ACN 120 332 925

Director/Secretary

SCHEDULE 2
Acceptance Form

ADALTA LIMITED
ACN 120 332 925

EMPLOYEE SHARE OPTION PLAN

ACCEPTANCE FORM

[Name]
[Address]

Please complete and sign this form then **return it to […….]**, either by facsimile on […..] or in the reply paid envelope provided, **by [ ] 2017.**

Full Name (legal holder of Options):	
Residential Address/ Registered Office (if permitted nominee is to be legal holder):	

I hereby apply to take up [ ] Options on the terms specified in the Employee Share Option Plan ('Plan') and Offer for Grant of Options.

I HAVE READ AND UNDERSTOOD AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE ADALTA LIMITED EMPLOYEE SHARE OPTION PLAN.

I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO OBTAIN INDEPENDENT ADVICE AND HAVE SATISFIED MYSELF AS TO THE CONSEQUENCES OF MY PARTICIPATION IN THE PLAN.

DATE:

Signed:

…….

[Full Name]

SCHEDULE 3
Notice of Exercise

ADALTA LIMITED

ACN 120 332 925

EMPLOYEE SHARE OPTION PLAN

NOTICE OF EXERCISE

The Company Secretary
AdAlta Limited
Suite 201, 697 Burke Road
CAMBERWELL VIC 3124

I [ ] being the registered holder /a director of the registered holder of the options in AdAlta Limited ('Company'), comprised in the Option Certificate No. [ ] attached irrevocably exercise [ ] Options to have [ ] fully paid shares in the Company allotted to me/my nominee company as described in the Acceptance Form previously delivered to the Company.

I/My nominee company agree(s) to become a member of, and to be bound by, the Constitution of the Company.

I attach payment of $ in full settlement of the Exercise Price for the Option hereby exercised.

DATE:

Signed: _____

[Full Name] _____

Residential Address/ _____

Registered office of Permitted Nominee: _____

SCHEDULE 4
Register of Option holders (section 170(1) of the Corporations Act)

ADALTA LIMITED
ACN 120 332 925

REGISTER OF OPTION HOLDERS
Eligible Employee's Name:
Residential Address:
Eligible Employee's Permitted Nominee (if applicable):
Registered office of Permitted Nominee (if applicable):

Grant Date	Number & description of shares over which Options granted	Exercise Period	Relevant Requirements (Any event that must happen before exercise of option)	Issue Price	Exercise Price (per Share)
	[ ] fully paid ordinary shares	9am [ ] until 5pm [ ]		Nil	

NOTE: Section 170(3) requires that any document that grants an option must be kept with this register

TABLE OF CONTENTS

1. DEFINITIONS 1

2. ADMINISTRATION OF THE PLAN 3

3. ELIGIBLE EMPLOYEES 3

4. GRANT OF OPTIONS 3

5. EXERCISE OF OPTIONS 4

6. RIGHTS ATTACHING TO OPTIONS 6

7. CHANGE OF CONTROL 6

8. BUY BACK 7

9. ISSUE OF SHARES 7

10. NOTICES 8

11. AMENDMENT OF PLAN 8

12. TERMINATION OF THE PLAN 8

13. ADMINISTRATION OF THE PLAN 8

14. NO INTEREST IN SHARES 8

15. RIGHTS OF PARTICIPANTS IN PLAN 8

16. GENERAL 9

17. ADVICE 9

18. SECURITY INTERESTS AND DEALINGS 9

19. GOVERNING LAW 10

20. INTERPRETATION 10

SCHEDULE 1 11

Offer for Grant of Option 11

SCHEDULE 2 12

Acceptance Form 12

SCHEDULE 3 13

Notice of Exercise 13

SCHEDULE 4 14

Register of Option holders (section 170(1) of the Corporations Act) 14

AGM Registration Card

If you are attending the meeting in person, please bring this with you for Securityholder registration.

[BARCODE]

Holder Number:
[HolderNumber]

ADALTA LIMITED | ACN 120 332 925

[Name/Address 1]
[Name/Address 2]
[Name/Address 3]
[Name/Address 4]
[Name/Address 5]
[Name/Address 6]

Vote by Proxy: 1AD

Your proxy voting instruction must be received by **10.00am (AEDT) on Sunday, 12 November 2017,** being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

SUBMIT YOUR PROXY VOTE ONLINE

Vote online at https://investor.automic.com.au/#/loginsah

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

- ✓ **Save Money:** help minimise unnecessary print and mail costs for the Company.
- ✓ **It's Quick and Secure:** provides you with greater privacy, eliminates any postal delays and the risk of potentially getting lost in transit.
- ✓ **Receive Vote Confirmation:** instant confirmation that your vote has been processed. It also allows you to amend your vote if required.

SUBMIT YOUR PROXY VOTE BY PAPER

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

YOUR NAME AND ADDRESS

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

VOTING UNDER STEP 1 - APPOINTING A PROXY

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

DEFAULT TO THE CHAIRMAN OF THE MEETING

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

VOTES ON ITEMS OF BUSINESS – PROXY APPOINTMENT

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

APPOINTMENT OF SECOND PROXY

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

SIGNING INSTRUCTIONS

You must sign this form as follows in the spaces provided

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

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

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

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

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

CORPORATE REPRESENTATIVES

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

ATTENDING THE MEETING

Completion of a Proxy Voting Form will not prevent individual Shareholders from attending the Meeting in person if they wish. Where a Shareholder completes and lodges a valid Proxy Voting Form and attends the Meeting in person, then the proxy's authority to speak and vote for that Shareholder is suspended while the Shareholder is present at the Meeting.

POWER OF ATTORNEY

If a representative as power of attorney of a Shareholder of the Company is to attend the Meeting, a certified copy of the Power of Attorney, or the original Power of Attorney, must be received by the Company in the same manner, and by the same time as outlined for proxy forms.

[BARCODE]

Holder Number: [HolderNumber]

STEP 1: Please appoint a Proxy

Complete and return this form as instructed only if you do not vote online

I/We being a Shareholder entitled to attend and vote at the Annual General Meeting of the Company, to be held at **10.00 am (AEDT) on Tuesday, 14 November 2017 at the Collins Street Business Centre, Level 14/330 Collins St, Melbourne, Melbourne VIC 3000** hereby:

Appoint the Chairman of the Meeting (Chair) OR if you are not appointing the Chairman of the Meeting as your proxy, please write the name of the person or body corporate you are appointing as your proxy or failing the person so named or, if no person is named, the Chair, or the Chair's nominee, to vote in accordance with the following directions, or, if no directions have been given, and subject to the relevant laws as the proxy sees fit and at any adjournment thereof.

The Chair intends to vote undirected proxies in favour of all Resolutions in which the Chair is entitled to vote.
Unless indicated otherwise by ticking the "for"," against" or "abstain" box you will be authorising the Chair to vote in accordance with the Chair's voting intention.

AUTHORITY FOR CHAIR TO VOTE UNDIRECTED PROXIES ON REMUNERATION RELATED RESOLUTIONS
Where I/we have appointed the Chair as my/our proxy (or where the Chair becomes my/our proxy by default), I/we expressly authorise the Chair to exercise my/our proxy on Resolution(s) 1,5,6,7,8,9 and 10 (except where I/we have indicated a different voting intention below) even though Resolution(s) 1,5,6,7,8,9 and 10 are connected directly or indirectly with the remuneration of a member of the Key Management Personnel, which includes the Chair.

STEP 2: Your Voting Direction

Resolutions		For	Against	Abstain
1	Adoption of Remuneration Report	☐	☐	☐
2	Re-election of Director – Robert Peach	☐	☐	☐
3	Re-election of Director – Paul MacLeman	☐	☐	☐
4	Re-election of Director – John Chiplin	☐	☐	☐
5	Issuance of 1,750,000 Options to Samantha Cobb	☐	☐	☐
6	Issuance of 200,000 Options to Robert Peach	☐	☐	☐
7	Issuance of 30,000 Options to Paul MacLeman	☐	☐	☐
8	Issuance of 20,000 Options to John Chiplin	☐	☐	☐
9	Amendment of Employee Share Option Plan	☐	☐	☐
10	Approval of Limited Recourse Loan Facility to Samantha Cobb	☐	☐	☐
11	Approval of 10% Placement Capacity	☐	☐	☐

Please note: If you mark the abstain box for a particular Resolution, you are directing your proxy not to vote on that Resolution on a show of hands or on a poll and your votes will not be counted in computing the required majority on a poll.

STEP 3: Sign

SIGNATURE OF SHAREHOLDERS – THIS MUST BE COMPLETED

Individual or Securityholder 1	Securityholder 2	Securityholder 3
Sole Director and Sole Company Secretary	Director	Director / Company Secretary

Contact Name..... Contact Daytime Telephone..... Date ____ / ____ / ____

Email Address _____

By providing your email address, you elect to receive all of your communications despatched by the Company electronically (where legally permissible).

STEP 4: Return

Return your completed form:

BY MAIL
Automic Registry Services
PO Box 2226
Strawberry Hills NSW 2012

IN PERSON
Automic Registry Services
Level 3, 50 Holt Street,
Surry Hills NSW 2010

Contact us – All enquiries to Automic:

WEBCHAT
https://automic.com.au/

EMAIL
hello@automic.com.au

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

1AD

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